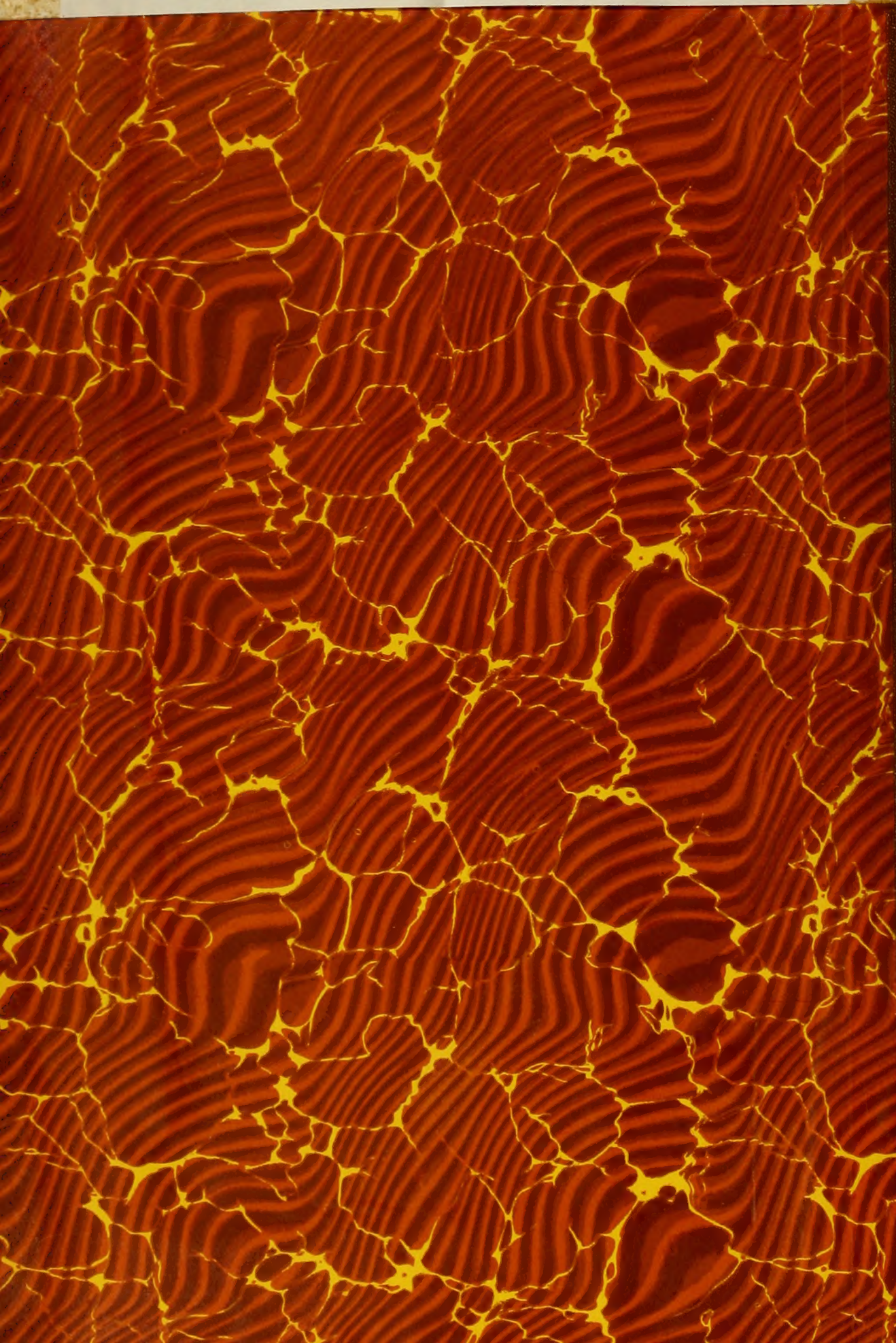
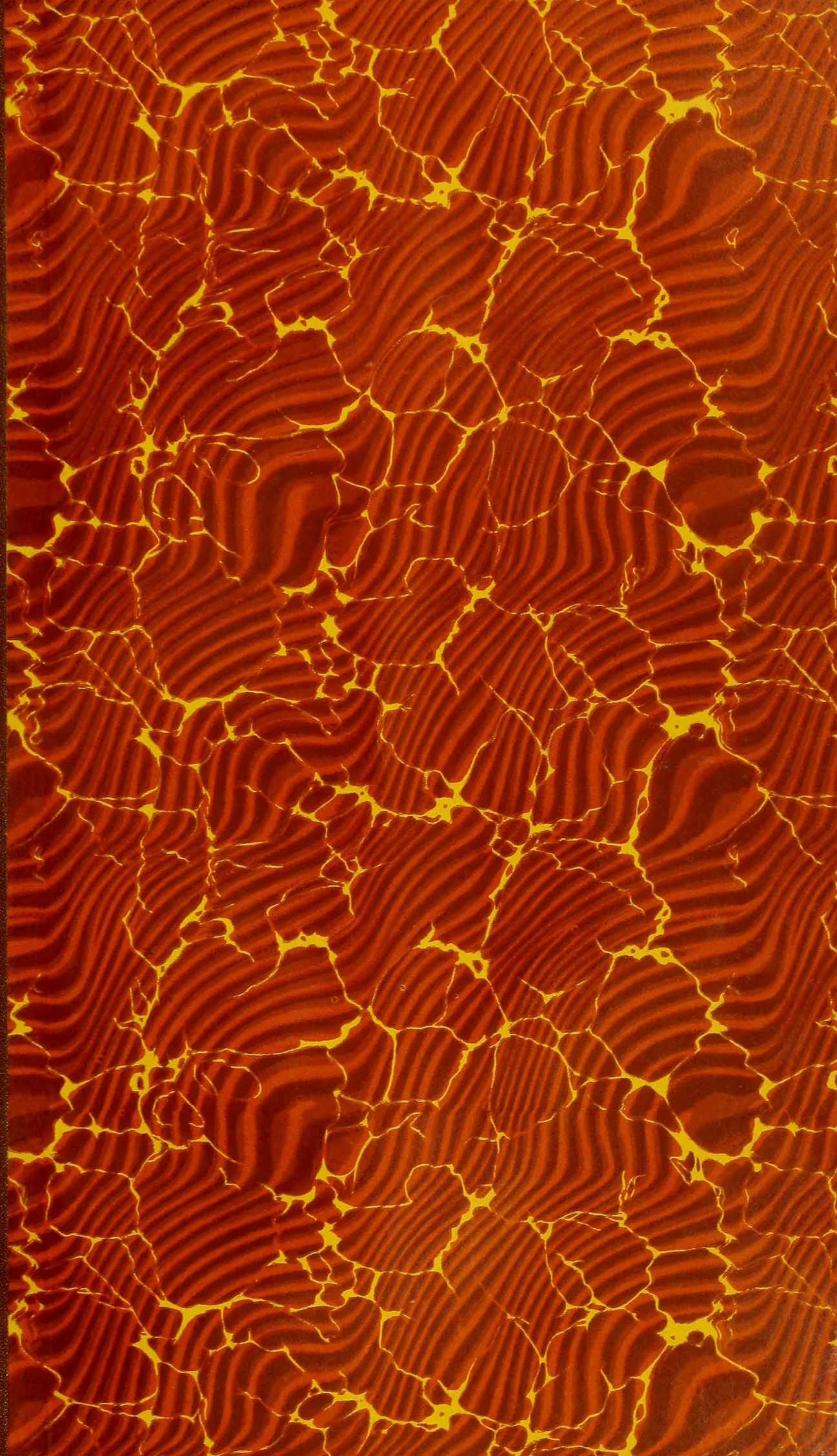



Record No. 7

2 pages numbered 237

Upper corner of pages 220 to 224 missing







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Hampshire.

Anno Regni Regis Georgii Tertii magnae
Britanniae Franciae et Hiberniae Secundo.

At his Majesty's Court of General Sessions of the Peace begun
and held at Springfield within and for the County of Hampshire } May
on the first Tuesday of May (being the fourth day of 1st month) } Court of
Anno Domini 1762 } Sessions
1762

Justices of 1st Court present. Grand Jurors —

Israel Williams

John Worthington

Elijah Williams

Josiah Dwight

Tim. Dwight Jur.

Joseph Hawley

John Sherman

Ulad Taylor

Nath^l. Kellogg foremⁿ

Jonathan White

Charles Brewer

Josiah Dornoroy

Noah Strong

El Nathan Graves

Samuel Smith

John Field

Matthew Noble attend. 2 days.

John Morely

Joseph Hoar

Adonijah Russell

Samuel Childs absent

Simon Cooley

Benoni Wright

Mr Moser Miller attend. this Jury

Jury for Trials

Daniel Cadwell foremⁿ

Caleb Stebbins

Joseph Bedortha 2^d

Thomas Taylor

Nath^l. Phelps

Daniel White Jur.

Ebenezer Dornoroy

Samuel Noble

John Barber

Nathan Hoar

W^m Jones

David Sexton

The petition of Ephraim Kellogg of Amherst at large set forth on Record
of this Court at their Session in November last and which was referred
to this Court for the Court's Consideration thereof was at the motion of J^d.
Ephraim further referred to the next Court of General Sessions of
the peace to be holden at Springfield on the last Tuesday of August
next for the Court's Consideration of the Same —

James Nevins of Greenwich in the County of Hampshire gentleman
Complainant vs The Inhabitants of the Town of Greenwich afores^d.
setting forth that the s^d. Town have laid a way across his Land there^d.
as at large appears on record of this Court at the last Term thereof.
The Complainant appears — And the s^d. Inhabitants by Stephen Fiske
their Agent now come into Court ^{offer for} ~~offer~~ that the s^d. Town by a grant
of the s^d. Town of Greenwich heretofore made has already received satisfac-
tion for the Land taken by the s^d. Town for the Way mentioned in said
Complaint & therefore they pray the said Complaint may be dismissed
The parties were now fully heard and all things touching the Case fully disposed by the
Justices here and now the s^d. Parties come and fully declare to J^d. Justices that it is
agreed by the s^d. Parties to attempt an accommodation and Settlement of the afores^d.
Matter of Difference and Dispute subsisting between them out of this Court and
for this they pray that the Case may be continued by next Term of Court & so much as it
may be settled by the s^d. Parties out of Court do order that the Case be continued to the
next Court of General Sessions of the peace to be holden at Springfield
for s^d. County on the last Tuesday of August next.

1.
Phillips
in
Huntstown
Assessors.

Philip Phillips of Huntstown in the County of Hampshire german
Complainant vs Ephraim Marble and Reuben Ellis of s^d Huntstown two
of the Assessors of s^d Place for the year 1761 Def^s setting forth that he is
Overrated & as appears at large on Record of this Court at the last Ter
thereof - The s^d Philip by Joseph Hawley by his att^r appears - and the s^d
Ephraim Marble & Reuben Ellis assessors as afores^d by John Worthington
Esq^r their Attorney now come into Court & to the Complaint of the said
Philip answer and say that the s^d Philip is not in the Assessment in s^d
Complaint mentioned assessed more than his proportion with any oth^r
persons there excepting Ebenezer Smith of s^d Huntstown And that s^d Philip
is not assessed in said Assessment more than his proportion with
said Ebenezer unless in this respect viz that the s^d Ebenezer who
an Inhabitant of the said place called Huntstown is not assessed in
the Assessment afores^d for his poll and that in consequence of the
Assessor exempting the s^d Ebenezer from being assessed in s^d Assessmt
for his s^d Poll the Sum of ten Shillings (the Tax of a single Poll) is
apportioned in s^d Assessment upon the other Inhabitants in s^d Place
of which s^d Philip is one more than would have been set upon them
if said Ebenezer had been assess^d for his s^d Poll And the s^d Assessor
say that the said Ebenezer Smith is and at the time of making s^d
Assessment aforesaid was a settled minister in the said place &
on that account by Law exempted and excused from being assess^d
for his Poll in the Assessment aforesaid all which they are ready
to prove - And the said Complainant says that the said Ebenezer
Smith was not then a settled minister in said Huntstown and on
that account by Law excused from being assessed for his Poll in s^d
Assessment as the s^d Assessor in their plea have alledged -
The Parties being fully heard & the premises being seen and fully
understood by the Court, forasmuch as it appears to this Court that
the afores^d plea of the afores^d Def^s is not sufficient & it is therefore
considered that the said Philip be eased and abated the Sum of one
Shilling and eleven pence three farthings of the Sum set on him in
the Assessment afores^d And that the same together with the Costs of
this prosecution which are taxed at four pounds 5^s be reimburs^d
and paid him out of the Proprietors Treasury of s^d Huntstown -

Worthington
Esq^r pro D. R.
J. Chumley

John Worthington by attorney for our sovereign Lord the King in this behalf
here in Court complains & Gives your Honors to be informed that Rachel Elder
of Hadley in said County Spinster on the 16th day of April A.D. 1762 att^r
Hadley did with force and arms feloniously steal take and carry away
fifteen Spanish mill^d dollars of the Value of six Shillings each and
twenty pieces of silver coin called Pistareens of the value of one Shilling &
two pence half penny each two crowns of the Value of thirteen Shillings &
four pence and three pieces of Gold Coin called half Joannes of Value
of forty eight Shillings each & one large flowered Lawn Handkerchief of v^l
value of three Shillings all the Goods and Chattels of Tallow Billings of
Sunderland in s^d County Gent^r contrary to one Law of this Province in s^d
Cases provided the peace of our said Lord the King his Crown & Dignity
And

And the said Rachel is thereof convicted by her own Confession on Record
in this Court - Also that Sarah Church wife of Nathaniel Church late of
Hadley aforesaid yeoman now of Westfield in s^d County on the first day of
November 1770 and at sundry days and times before the time aforesaid
when the felony aforesaid was done and committed at said Hadley wickedly
Voluntarily and feloniously advised commanded excited procured and
abetted the said Rachel to Perpetrate the felony aforesaid and that
after the time aforesaid when the felony aforesaid was done & committed
the said Sarah knowing the said felony to have been perpetrated & committed
in form aforesaid by s^d Rachel at s^d Hadley on the eighteenth day of s^d April
feloniously received aided & comforted the s^d Rachel & from the said Rachel
the said Sarah at said Hadley on the aforesaid 18th day of April feloniously
received the several Pieces of Gold Coin & Silver Coin aforesaid and of Handker-
chief aforesaid so as aforesaid Stolen knowing the same to have been feloniously
taken & stolen as aforesaid from said Tellow Billings & converted & disposed
of the same to her own use contrary to the Law of this province in that
she made and provided the peace of the said Lord the King, said John
Worthington therefore prays that said Sarah may be proceeded ag^t
in the Premises as by Law she ought all which is humbly submitted
to s^d John Worthington - And the said Sarah now comes before the Court
& being held by recognizance for this purpose & and being set to s^d bar and
being required to plead to the Complaint she pleads that she is guilty thereof -
The Court having considered of the Offense do order that the s^d Sarah
for her offense aforesaid shall be whipped ten stripes upon her naked back
to be well laid on - It is also ordered that she pay to Tellow Billings above-
named double the Value of the goods & Chattels aforesaid stolen as aforesaid being
Twenty seven pounds Eight Shillings & eight pence lawful money & that she
pay Cost of Prosecution taxed at s^d Hearing committed to - The s^d
Tellow Billings by Charles Phelps gent. his attorney & having nowhere
in this Court acknowledged Satisfaction in full of the Damages he has
sustained by reason of s^d felony aforesaid it is ordered that the said Sarah
be no further held to pay to the said Tellow any part of s^d Double Dam-
ages - This Court having further considered of that part of the order
requiring which respects the Corporal punishment of s^d Sarah do now
renewed at this same Term further order that the s^d Order so far as it
respects s^d Corporal punishment of the s^d Sarah shall not be executed -

The Grand Jurors for our Sovereign Lord the King for the body of s^d County
Hampshire do on their Oaths present that Ruth Wright the wife of
Charles Wright of Amherst in said County yeoman on the Sabbath next
succeeding the third Tuesday of March last and on all the Sabbaths or Lord
days within one month next before that at Amherst aforesaid unnecessarily
and without reasonable excuse absented herself from the public Worship of
God she being a person throughout all that time sound of body and not
otherwise necessarily prevented The public Worship for all that time being
performed and maintained in s^d Amherst which neglect of s^d Ruth of attend-
ing s^d Worship is contrary to the Law of this province in such case provided of
Seal of s^d Lord of King his Crown & Dignity - Which

2.
St. Rex
Wright } which presentment was made at the last Term of the Court & signed Nath^l Kellogg foreman. In this case there is a certificate lodged under hands of Josiah Mackay Esq in which this Court is certified that y^e s^d Ruth had appeared before him and confessed herself guilty according to this presentment and that he had rec^d. of fine - And the Att^y for our sovereign Lord y^e King comes and says that inasmuch as the s^d Ruth Wright hath been apprehended by Warrant on this presentment and Convented before Josiah Chauncy Esq one of his Majesty's Justices of the peace for the County of Hampshire and hath confessed before him the offence mentioned in said present^t and hath by the s^d Justice been sentenced to pay a fine according to Law in such case and Cost and hath paid the same therefore he will no further prosecute the said Ruth on the s^d Presentment - & it is ordered that no further ^{process} be had &c

St. Rex
Vashti Bush } The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their Oaths present Vashti Bush the Wife of Nath^l Bush of Sheffield yeoman late Vashti Stebbins for that said Vashti at Springfield in s^d County on the first day of July in the thirty third year of the Reign of his Majesty King George the Second wickedly and voluntarily had carnal knowledge of some male Person to the Jurors unknown and then and there had a Child begotten on her body by fornication she then being feme sole and unmarried which is contrary to the Law of this province in such Cases provided the peace of the s^d Lord the King his Crown and Dignity - This presentment was made at the Court of General Sessions held at Springfield on the last Tuesday of August A^d 1760 & signed Abdiel Dickinson foreman - The said Vashti was now brought before the Court and being set to the Bar she pleads to this presentment that she is guilty thereof - The Court having considered of the Offence Do order that she pay a fine to the King for the support of the government of this province of twenty shillings lawful money and Cost taxed at one pound 14^s standing committed &c - paid

St. Rex
Moses Smith } The Grand Jurors of our sovereign Lord the King for the body of the County of Hampshire do on their oaths present that Moses Smith of Sunderland in s^d County yeoman at said Sunderland did voluntarily absent himself from the public Worship of God on all the Sabbaths or Lords Days within one month next preceeding the third Tuesday of March last tho' he was all that time able of body and not otherwise necessarily prevented and although the public Worship of God was constantly upheld there during all that time which neglect of the said Moses is contrary to one Law of this province in such Cases provided and against the peace Which Presentment was made at the last Term of this Court & signed Nath^l Kellogg foreman - & now John Worthington Esq attorney for our said Lord the King comes into this Court and protests that he will no further prosecute the s^d Moses on this Indictment - And it is ordered that there be no further ^{process} had thereon -

St. Rex
The Town of Hadley } The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their Oaths present that the Common High Way of our s^d Lord the King in the Town of Hadley in said County leading from Lamberst in said County to Sunderland in the same County and at the place in said Hadley where the said Highway crosses a river there called the Mill River & near which River & by the same Highway one Isaac Hubbard lives on y^e s^d Side of said River and one John Ingram on the North Side thereof from a place in s^d Way one Rod to the Southward of s^d River thence Northward to a place one

one rod northward of the northerly side of the Same River in the whole y^e length
of four rods and for the whole width of said Way and throughout all y^e length (continued)
of four rods as afores^d - on the first day of November last and until the 11th
day of the same November was and continued to be in great Decay for want
of due reparation and Amendment thereof so that the liege Subjects of the
said Lord the King passing and travelling through or along the said Way
cannot pass through the same without great Difficulty and Danger to
the great Damage and Common Nuisance of all the liege Subjects of the
said Lord the King passing thro' the same Way and that the Inhabitants
of the said Town of Hadley of Right and by Law ought to amend & repair
the same Way as often as the same stands in need of Repair and that
said Inhabitants neglect and refuse to repair the same contrary to the
Law of this province in such cases made and provided the Peace of y^e
said Lord the King his Crown and Dignity - Which presentment was
made at the last November Court and signed Nathaniel Kellogg Joreⁿ

And now come before the Court the said Town of Hadley by
Joseph Hawley Esq and Charles Phelps gent. their Agents and they
plead to the foregoing presentment that the s^d Inhabitants are in
Nothing guilty thereof - The Attorney for our Sovereign Lord the King
and the Justices here in Court agree to plead to the Court only - And the
Parties were now fully heard - But forasmuch as the Justices now
here present are not fully advised of giving their Judgment of upon
the premises It is therefore Ordered that the case be continued to the
next Court of General Sessions of the Peace to be holden at Springfield
on the last Tuesday of August next (for s^d County) that the Court
may further consider and advise upon the premises - And the s^d
Agents are directed to take Notice of this Order & govern themselves
accordingly -

Thomasine Combs of Westfield comes here into this Court & confesses that J^r Rex
she committed fornication in or near the month of April 1761 (she being Thomasine
then some sole and Thomasine Carter) against one Law of this province Combs
This Court having Considered of the Offence do Order that the s^d Thomasine
do pay a fine of fourteen Shillings lawful money to be to his majesty for
the support of the Government of this Province & Cost standing & paid

Henry Nicholson of Springfield yeoman Who stood held by Recognizance Henry
taken before John Worthington Esq to make his personal appearance before this Nicholson
Court to answer to such matters as might be objected against him on his discharged
Majesty's behalf was now discharged therefrom by Proclamation by Order
of Court -

Medad Sanderford of Springfield yeoman who stood bound by recognizance Medad
to the King taken before John Worthington Esq to make his personal appearance Sanderford
here before this Court to answer to such matters as might be objected against discharged
him on his majesty's behalf and so forth (as & recogn^{ce} in file) was now discharged
from the same by Proclamation by Order of Court

Elijah Rogers of Springfield who stood bound by Recognizance to the King taken Elijah
before Medad Taylor Esq to make his personal appearance before this Court to answer Rogers

to such matters as might be objected against him on his majesty's behalf he
was now discharged from the same by Proclamation by order of Court—

Ferry at Deerfield } Aaron Scott of Deerfield is licensed to keep a ferry over Deerfield River in the
 Deerfield } Country Road leading from thence to wit the Town street in P. Deerfield to Greenfield
 River — And it is ordered that the fare for man and horse from the twentieth day of November
 next to the last day of March next shall be three pence, for a single person one penny
 half penny and that when the water overflow either banks of the River there the
 fare be the same for man and horse and for a single person. And two pence for man
 and horse and one penny for a single person at all other times during the year—
 And the said Aaron recognises to our sovereign Lord the King in the sum of ten
 pounds for the faithful discharge of his place —

Ferry at } David Leonard of Springfield is licensed to keep the Ferry at the upper ferry place
 Springfield } or place called the upper wharf in said Springfield the year ensuing. & it is ordered
 Upper wharf } by the Court that the fare for man and horse and for a single person shall be the
 same it was the last year— And the said David recognises to our sovereign Lord
 the King in the sum of ten pounds for the faithful discharge of his place —

Innholder } Jonathan Shepard of Westfield is licensed by this Court to be an Innholder Retailer
 Jonathan } and Common Victualler in the House which Joseph Sturinton lately dwelt in there
 Shepard } until the ^{next} Term of this Court And he recognises to the King as principal in the
 sum of ten pounds with Sureties viz John Mosely and John Phelps Gentlemen in
 the sum of five pounds each to keep good rule and order in his house and duly to
 observe the Law made for regulation of such Houses — He also recognises to the King in
 the sum of fifty pounds with the same Sureties in the sum of twenty five pounds
 each to keep & render the accounts & pay the Duties by Law required —

David } David Fort of Deerfield is licensed by the Court to be an Innholder Retailer &
 Fort } Common Victualler in the House he dwells in there until the next Term of this
 Court — And he recognises to the King in the sum of ten pounds as principal
 with Sureties viz Tellow Billings and John Field gentlemen in the sum of
 five pounds each to keep good rule and order in his house and duly to observe the
 Law made for regulation of such Houses — He also recognises to the King in the
 sum of fifty pounds with the same Sureties in the sum of twenty five pounds
 each to keep and render the accounts & pay the Duties by Law required —

Seth } Seth Callin of Deerfield gent. is licensed by the Court to be an Innholder Retailer
 Callin } And Common Victualler in the house which Samuel Wells gent lately occupied
 there until the next Term of this Court — And he recognises to the King as principal
 in the sum of ten pounds with Sureties viz Daniel Jones gent. & Jeremiah Snow
 Yeoman in five pounds each to keep good rule & order in his house & duly to observe the
 Law made for regulation of such houses & also recognises to the King as principal in
 the sum of fifty pounds with the same Sureties in £25 each to keep and render
 the accounts and pay the Duties by Law required —

Tallow } Tellow Billings of Sunderland Gent. is licensed by the Court to retail Tallow
 Billings } Coffee & China Ware at his Store in Sunderland the year next ensuing — And he
 recognises to the King as principal in the sum of twenty pounds with Sureties
 viz George Pynhox gent. & William Eastman Yeoman in the sum of ten pounds
 each to keep in his licence there only & also to keep and render the accounts & pay
 the Duties by Law required in these Cases —

William Eastman of South Hadley yeoman is licensed by this Court to sell Tea Coffee and China Ware at his Store in S^t Hadley the year ensuing - And the said William recognizes to the King as principal in the Sum of twenty pounds George Pynchon & Fellows Billing gentlemen as Sureties in ten pounds each for the said William his keeping & rendering the accounts and paying the Duty by Law required & —

Jonah Dwight Esq is licensed by the Court to sell Tea Coffee and China Ware for one year next ensuing at his Shop in Springfield - & he recognizes to the King as principal in the Sum of £20 with sufficient Sureties viz Fellows Billing & John Field gentlemen in the Sum of £10 each to keep and render the accounts and Pay the Duties by Law required of him & —

John Field of Amherst gent. is licensed by the Court to sell Tea Coffee and China Ware at his house there the year ensuing & he recognizes to the King as principal in the Sum of £20 with sufficient Sureties viz Fellows Billing gent. & Eleazer Nash yeoman in the sum of £10 each to keep and render y^e accounts and pay the Duties by Law required of him —

Robert Brecks of Springfield jun.^r Gent. is licensed to sell Tea Coffee & China Ware the year ensuing & he recognizes to the King as principal in y^e Sum of £20 with Sureties viz Fern.^d Danielson & Moses Bliss gentlemen in the Sum of £10 each to keep and render the Accounts and pay the Duties of Law requires of him —

Nathaniel Phelps of Northampton yeoman is licensed to sell Tea Coffee & China Ware the year ensuing & Charles Phelps Gent.^r comes into Court and recognizes to the King as principal on the behalf of s^r Nath.^l in the Sum of £20 with Sureties viz Joseph Hawley Esq & Nath.^l Dwight Gent in the Sum of £10 each for his the s^r Nath.^l Phelps keeping & rendering the accounts & paying y^e Duties of Law requires.

Jonathan Worner of Hadley yeoman is licensed by the Court to sell Tea Coffee and China Ware there the year next ensuing. And Daniel Jones Gent. comes into Court & recognizes to the King as principal on the behalf of the s^r Jon.^a in the sum of £20 with Sureties viz Nathaniel Dwight & Timothy Danielson Gentlemen in the Sum of £10 each for the said Jonathan, keeping and rendering the Accounts and paying the Duties by Law required —

Thomas Williston of Springfield is licensed by the Court to sell Tea Coffee & China Ware the year ensuing & he recognizes to the King as principal in the Sum of £20 with sufficient Sureties viz Moses Bliss gent. & Daniel Harris yeom.ⁿ in the Sum of £10 each to keep & render the Accounts and pay y^e Duties by Law required in such Cases —

Daniel Harris of Springfield yeoman is licensed by the Court to sell Tea Coffee & China Ware in his house there the year ensuing - & he recognizes to the King as principal in the Sum of £20 with sufficient Sureties viz Moses Bliss gent. & Thomas Williston yeoman in the Sum of £10 each to keep and render the Accounts and pay the Duties by Law required —

Upon opening and sorting the Votes now returned for a County Treasurer of this County it appears that Edward Pynchon of Springfield gent. is chosen that Office - and he was now sworn in open Court faithfully to intend and discharge the Duty of his Office in all things agreeable to y^e Law & —

4--
 Capt^r } The County of Hampshire to the several Persons following D^r 1760 -
 Dwyght } To John Hight for 1 day laying road west of Hatfield viewing & altering included, s. 6.
 Auit } To Capt. Nisha Penney 1 Day like Service s. 6.
 To Capt. William Lyman 1 Day D^r s. 6.

Dwyght Just^r in their behalf 18.

This account was now presented to the Court by Timothy Dwyght Jun^r Esq^r praying the Court would allow it and order payment of the same & This Court having viewed the said account do allow the same - & the Court order that the County Treasurer be directed to pay the same in full to the s^r Timothy Dwyght Esq^r out of the County Treasury he standing accountable & Order is 7th May 1762 -

Major } The County of Hampshire D^r To Joseph Hawley for Twelve Shill.
 Hawley } advanced to pay Chainsmen for measuring the Road from Blandwick
 Auit } to Worester by order of the Court of Sep^r for s^r County 12/- ~ 12.0.
 To Noah Strong of Northampton Jun^r for measuring road
 8 days by order of the Sessions & 4/8 ~ 1. 17. 4-

Joseph Hawley Esq^r now presents his prayer that this auit may be allowed and an order pass for the payment thereof. And this Court having viewed the Auit do allow it And order that the County Treasurer be directed to pay the same in full to the s^r Joseph out of the County Treasury he standing accountable & Order is 7th May 1762

Capt. } Joseph Root of Montague gent. now presents an account of the Cost
 Root } of the Repairs of Miller's River bridge so called in this County amounting
 Auit } to Two pounds fourteen Shillings and eight pence & prays the same may be allowed & the Court having inspected the account do allow the same and order that the County Treasurer be directed to pay to the s^r Root the sum of two pounds 14/8 for the Services mentioned in & account out of the County Treasury he standing accountable to the several persons named in s^d account - Order is 15th May 1762 -

The } W^m Williams of Hatfield now presents an account against s^r County
 Clerk } for divers writings within the year last preceeding amounting to five
 Auit } pounds 15/- as p^r auit on file praying this Court to inspect and allow of same & And the Court having ^{viewed} and considered the account do allow it and order that the County Treasurer be directed to pay to the s^r W^m out of the County Treasury five pounds 15/- in full & Order is 5th May 1762 -

Springf^r } Pursuant to a warrant under the Hand of the Select-men of the Town
 Election } of Springfield bearing Date the 15th day of February last past on the second day of March last Joseph Bullivant who (as he says) was born at London and is now in the Service was warned forthwith to depart and leave the Town of Springfield by Joseph Stebbins Jun^r Constable On s^d same Warrant John Day Const^r on the 21st of March returns that Robert Honnier and Eunice Anson & four small Children have left s^d Town as p^r the Warrant and Return on file appears -

Pursuant to a Warrant under the Hands of the Select men of the Town of Hadley
bearing date the 27th of March last directed to Ebenezer Marsh Junr. { Caution
after there requiring him to warn W^m Jones who came from Boston or Spanish
last August to reside there and Abijah Smith who came from Hatfield last
July to reside there forthwith to depart and leave the Town of Hadley the said
Ebenezer Marsh return on the 28th of the same month that the directions
of the warrant have been attended by him as of Warrant on file appears —

Pursuant to a Warrant under the Hands of the Select men of the Town of
Deerfield bearing date the 29th of March 1762 on the 30th of the same { Deerfield
month Samuel Graves and Grace Graves wife of the s^d Samuel and { Caution
Lebadiash Graves son of the said Samuel were warned forthwith to depart
and leave the Town of Deerfield as they would avoid the penalty of the
Law in such Cases provided by W^m Arms Junr. Const^{le} The s^d Persons are
said to be last Inhabitants of Sunderland as of Warrant on file —

Pursuant to a Warrant under the Hands of the Select men of the District
of Southampton bearing date the 18th day of March 1762 on the 19th of { Southampton
same month Thomas Starr and Hannah his wife (who had resided there { Caution
but seven months and who came last from Northampton) were warned
to depart and leave the District afores^d by Aaron Clapp Constable of s^d
District as of Warrant and return on file appears —

Pursuant to a Warrant under the hands of the Select men of the Town of
Brimfield in the County of Hampshire bearing Date the first Day of June last { Brim-
said Nathaniel Abbot late from Brookfield } Who came there in May then { field
next proceeding on the fourth of the same June was together with his family { Caution
warned to depart out of the Town of Brimfield by James Sherman Const^{le} family

Pursuant to one other warrant under the Hands of the Select men of same
Brimfield bearing date the Sixth day of July last Nathan Smith and his { Nathan
family were warned to depart forthwith out of the Town of Brimfield on the { Smith
twenty second day of the same July by James Sherman Constable —

Pursuant to one other warrant under the Hands of the Select men of the same { Samuel
Brimfield bearing date the Sixth day of July last On the 22^d day of the same { Smith
July Samuel Smith and his wife were warned forthwith to depart out of s^d town
of Brimfield by James Sherman Constable —

Pursuant to a Warrant under the Hands of the Select men of the said Brimfield { John
bearing date the Seventh day of September last John Hill and his wife and two { Hill &
Children (late from Stafford) who came there sometime in May then next { Children
preceding on the 16th of December last were warned forthwith to depart out of
the Town of Brimfield by James Sherman Constable —

Pursuant to a Warrant under the Hands of the Select men of the same Brimfield { Robert
bearing date the Eighth Day of December last Robert Dunklee Junr. and his wife { Dunklee
who came there from the District of Monson in the month of November next { Junr.
before the day above^d on the 16th day of the same December were warned to
depart out of s^d Brimfield forthwith by James Sherman Constable —

Pursuant to a Warrant under the hands of the Select men of Brimfield afores^d { Jack
bearing date the first Day of February last Jack Hazel so called a Negro man & { Hazel
his wife and Child who came from Connecticut some time in September preceding
were warned to depart out of s^d Brimfield by Jonathan Moulton Constable —

Pursuant to a Warrant under the Hands of the Selectmen of Brimfield aforesaid bearing Date the first Day of February last Noah Frost and his family on the 2^d day of the same February were warned forthwith to depart out of s^d Brimfield by James Sherman Constable —

Pursuant to a Warrant under the Hands of the Selectmen of Brimfield aforesaid bearing Date the first Day of February last the widow Sarah Worthington and family on the second day of the same February were warned forthwith to depart out of said Brimfield by James Sherman Constable —

Pursuant to a Warrant under the Hands of the Selectmen of Brimfield aforesaid bearing Date the first Day of February last the Widow Miriam Leonard and her family on the 2^d day of the same February were warned to depart forthwith out of said Brimfield by James Sherman Constable as of the several Warrants & Returns on file appeareth —

Humbly sheweth Ebenezer Tilton of New Salem in the County of Hampshire Yeoman that in the year of our Lord 1753 on the 15th day of January before the late new Plantation called New Salem in the said County of Hampshire was made a District the Proprietors of said New Salem by their from ^{the} thereto appointed laid out a private way for the Proprietors of s^d Plantation of the breadth of two rods on and across your Complainant's lot in the said plantation which was originally laid out to Robert Willson but then owned by your Comp^t lying on your Complainant's lot afores^d thirty eight rods length and crossing the said lot near the middle of the length thereof which lot was in length half a mile thereby dividing his said lot into two parts of near equal Quantities which Way s^d Proprietors laid open and thereby necessitated your Compl^t to fence his said lot in two distinct parts or Inclosures and to make two fences of the length of thirty eight rods each which quantity of fence your Complainant would not have had ^{had} occasion to make if s^d way had not been laid on his land as aforesaid and as your Complainant's said lot is of such a quality as to be suitable only for pasturage and cannot otherwise be profitably improved and as there is in the part of the said lot lying westward of the Way a convenient and perpetual watering place for cattle and in that part of the said lot lying eastward of the said Way there is no Water your Complainant is very much injured by the laying out of the said Way as the said Way wholly cuts off the Communication which before there was between the said Western and Eastern parts of his s^d lot whereby his cattle depastured in the said Eastern part from time to time are wholly debarred from the Watering aforesaid being in the said westward part of his said lot your Complainant further sheweth that the said Proprietors notwithstanding the great Damage which your Complainant sustained by the laying out the said Way on his said land in manner aforesaid that is to say by taking from him the use of about seventy six rods of Land and obliging him to maintain the quantity of seventy six rods of fence which otherwise he should not have had any occasion to make and the severing the said Eastward part of his said lot from the watering in the s^d Westward part of the same never made your Complainant any Satisfaction or recompense therefor and also the said Proprietors always until the time that s^d Plantation was made a District tho' often requested wholly refused to discontinue the said Way also the said Inhabitants of New Salem aforesaid ever since the said Plantation has been made a District and the Inhabitants thereof incorporated

tho often thereto requested have wholly refused either to discontinue the P. Way
to make any adequate Satisfaction to your Complainant for his Damages
aforesaid and still do refuse to do either your Complainant therefore humbly
rays your Honor Consideration of the premises and that such provision
may be ordered by your Honors for the redress and Satisfaction of your Compt.
within Damages occasioned as aforesaid as to Law and Justice belongs &
as in duty bound shall ever pray - Hawley Att^r for the said Felton
Read and Ordered that the Inhabitants of New Salem afores^d be notified
appear before the Justices of the Court of General Sessions of the peace
to be holden at Springfield afores^d for s^d County on the last Tuesday of
August next to shew Cause if any they have, wherefore the s^d Benchers
should not have that delay and redress in the premises which by Law is
provided in such Cases -

Humbly shews Simeon Strong of Amherst in the County of Hampshire
gent. that the public receives much Inconvenience through the Want of a
High Way from a place called pine hill in Amherst to the Meeting house
in South Hadley in said County through a place called the neck of the
Mountain there and that his majesty's Subjects travelling from Amherst
and the Towns in the Eastern part of s^d County to Springfield and the
Southern Towns in said County are continually obliged to several
miles Travel which would be wholly saved provided a road was laid
out to lead from Amherst to South Hadley as afores^d - your Petitioner there-
fore humbly prays that a Comtee be appointed by this hon^{ble} Court to lay
out such a road in such place as shall be thought most convenient and
your Rel^t as in duty bound shall ever pray Simeon Strong - Read &
Ordered that the Petition lie till the next Term of this Court for s^d Court's
further Consideration of the same -

Humbly shews Elijah Williams of Deerfield in the County of
Hampshire Esq that the High Way or Common Road from Deerfield afores^d
to Charlemont in said County for the space or period thereof from
the West end of the burying yard Lane in Deerfield afores^d in the said
Road to Sluice brooks in the same road being a piece of about six miles
in Length may be altered and laid on other grounds northward of
said Road for much more Convenience and Advantage to the Public
the Length of Way will be thereby shortened and the way laid
on drier and more feasible Ground The said Elijah therefore prays
your Honors Order that the said road may be altered for the space afores^d
in manner as by Law is prescribed and the said Elijah as in Duty bound
shall ever pray - Elijah Williams - Read and Ordered that the
prayer of the petition be so far granted that a Committee be appointed
View the said Road and if they Judge best to alter the same and lay it
out anew - And Nathaniel Dwight of Belchertown gent Joseph Root of
Montague gent. Fellows Billing of Sunderland gent. John Gunn of Montague
gent. And John Clary of Sunderland yeoman are hereby appointed a
committee to View that part of the s^d Road abovescribed and alter the
same and lay it anew if they shall judge it best for the public Which said
committee are to give Reasonable Notice to all persons interested of the
time

Elijah
William
Jury

Time and place of their meeting and shall be under oath to perform the Service according to their best Skill and Judgment with most Convenience to the Public and least prejudice or Damage to private property and shall also ascertain the place and Course of said Road in the best way and manner they can (if they shall alter the same). Which having done the said Committee or the major part of them shall make Return thereof to the next Court of General Sessions of the peace to be held in said County after the Service is performed under their Hands and Seals And if any person be damaged by his or her property by the laying out said Way the said Committee are empowered and required under oath to estimate the same and make Return thereof as aforesaid - And it is also ordered that the Clerk of this Court give the said Committee with a Copy of this order —

The foregoing Judgments and Orders
were made and entered up and then the said
Court adjourned without Day —

A. W. Williams Cler —

Hampshire p. Anno Regni Regis Georgii Tertii magnae Britanniae
Franciae et Hiberniae Secundo —

Inferior
Court
August
1762.

At his majestys Inferior Court of Common pleas
begun and held at Springfield for and within the County of
Hampshire on the Last Tuesday of August fbeing the thridy
first Day of said month Anno Domini 1762 —

Justices of the Court present —	Jury for Trials	God Chapin
Israel Williams	Moses Field foreman	Joseph Smith
Josiah Dwight	Abner Fitchcorke	William Rogers
Elijah Williams	Isaph Leonard	David Nash
Thos ^d Dwight Jur ^r	Thomas Meekins	Joel Ely
Thomas Williams Esq	Daniel Marsh	John Bliss Jun ^r
Special Justice L ^d	William Sacket	Moses Billing
	Thos ^d Dewey	Samuel Williams
	John Bishop	Charles Colton
	Then were returned by Verire —	De Tatibus (Circumstan- -tibus in q ^d several Cases —

John Sharpe Gent. and others plt^s vs Thomas Buckminster gent. (Sharpe & Buckminster)
left or at large appears on record of this Court at the former Term being
now next preveising particularly the last — And the parties by their respec-
tive attornies now come into Court — And the plt^s now demand against
the said Thomas the Lands and Tenements with the appurtenances which are
described in their original Writ and which the said Thomas at the last Term
of the Court freely warranted to one penny — And the s^d Thomas by his said
Attorney defends & and for plea says that he is not guilty in manner and
form as the plt^s against him in their Declaration have alledged & thereof
puts himself on the Country — And the plt^s likewise do the same — After a
full hearing the Case is committed ^{to the Jury} Mr. Moses Field Foreman & fellows —
& Afterwards viz now at this same term the said Jury being called to return
their Verdict it appeareth that there are but eleven Jurors of the same Jury —
It is thereupon ordered that the papers in this Case be delivered to y^e Court.

And now the said Thomas Buckminster by John Worthington Esq his
attorney comes and confesses Judgment for the possession of y^e premises de-
manded and all Costs — & Thereupon the plt^s by Gershom Sharpe their Att^y
(and one of the plt^s named in the original Writ) here in Court agree that
they will pay to the said Thomas the def^t. so much money as the said
premises are made better and more valuable by the Improvements
made thereon by the Assignees of the s^d Thomas only deducting therefrom
what the plt^s have reasonably expended in preparing and pursuing this
Case that now allowance is provided for at Law — And the said Parties
mutually choose Justice Wales of Windham & Thomas Williams of Deer-
field Esq And the Court appoint Seth Field of Northfield Esq Who are to
hear the parties and they or any two of them finally to determine y^e Meis-
uration of the Premises as aforesaid and the Deduction to be made therefrom for
the Extra Cost aforesaid and make Report to this Court at the next Term
thereof to which Term the Case is accordingly continued — It is further agreed by
the plt^s that Ex^{ce} for Possession be stayd until such Report be made and y^e Sum reported
paid, or tendered to be paid

7
Sharp & Buckminster } John Sharpe gent and others plt^s vs Thomas Buckminster gent Def^t & as at large
appears of record of this Court at several of the Terms thereof now next preceding
and particularly the last - And now come into Court the s^d Parties by their
respective Attornies - And the plt^s demands against the said Thomas & Land
and Tenements described in their original Writ with the Appurtenances and
Which the said Thomas at the last Term of the Court freely warranted to
one Ephraim Perry - And the s^d Thomas by John Worthington Esq his attorney
defends and for plea saith that he is not guilty in manner and form as
the plt^s against him in their Declaration have alleged and thereof he puts him
self on the Country - And the plt^s likewise do the same - After a full hearing
the Case is committed to the Jury Mr. Moses Field foreman and fellows - And
afterwards viz now at this same Term the said Jury being called to return their
Verdict it appeareth that there are but eleven Jurors of the same Jury - It is
thereupon ordered that the papers in this Case be delivered to the Court -

And thereupon the said Thomas Buckminster by his said Attorney comes and
confesses Judgment for the Possession of the premises demanded and with the
Appurtenances and all Costs - And thereupon the plt^s by Gershom Sharpe
their Attorney (and one of the plt^s named in the original Writ) here in Court^d
agree that they will pay to the said Thomas the Def^t. so much money as the s^d
premises are made better and more valuable by the Improvements made thereon
by the Assigns of the said Thomas only deducting therefrom what the plt^s have
reasonably expended in preparing and pursuing this Case that no allowance is
provided for at Law - And the said parties mutually choose Justice Wales of
Windham and Thomas Williams of Deerfield Esq and the Court appoint both
Field of Northfield Esq Who are to hear the parties and they or any two of them
finally to determine the melioration of the premises as aforc^d and of Deduction
to be made therefrom for the Extra Cost aforesaid - And make Report to this Court
at the next term thereof to Which Time the Case is accordingly continued -
And it is further agreed by the said plt^s that Execution for the Possession be stayed
until such report be made and if sum reported paid or tendered to be paid -

Billing } Joseph Billing of Hatfield in the County of Hampshire gent. (whom as well for
Hubbard } the Treasurer of the said County of Hampshire and for the Treasurer of the Town of
Hadley in said County as for himself) plt. vs Joseph Hubbard of Hadley aforesaid
gent. Def^t. in a plea that he render to the Treasurer of s^d County for defraying the
County Charges and to the Treasurer of the said Town of Hadley for the use of y^e
poor of s^d Town and to the plt^s who shes as above^d one hundred pounds lawful
money & This Case is continued, at the motion of the plt^s Att^y, to the next
Superior Court of Common pleas to be holden at Northampton for s^d County
on the second Tuesday of Nov^r next -

Chase } Timothy Chase of Greenwich in the County of Hampshire yeoman plt.
Chase } vs Daniel Chase of Greenwich afores^d yeoman Def^t. in a plea of the Cas^e & as
at large appears on record of this Court at the last Term thereof - And now y^e
plt^s being three times publicly called to come into Court is nonsuit and y^e
Def^t. likewise defaulted - And the Action is dismissed -

Shelton } Timothy Phelps of Windsor in the County of Hartford and Colony of Connecticut in
Colton } vs New England yeoman vs Charles Colton of Springfield yeoman Def^t. in a plea of y^e
Cas^e as at large appears on record of this Court at the last Term thereof

The Plt appears. And the said Charles Colton by John Worthington Esq his attorney comes into Court and defends and for plea saith that he never declared to the said Timothy that the said Daniel Person was a man of good Estate and well able to pay the Sum due on the note mentioned in the plts Writ as the said Timothy in his Declaration hath averred and thereof puts himself on the Country - And if plts likewise doth the same - The Evidence being produced in this Case and if parties fully heard the Case is committed to the Jury Mr. Moger Field foreman and fellows who return their Verdict on oath that they find for the plts thirty nine pounds eleven Shillings Damages and Cost of Court - And the Deft by his said Attorney on receiving and recording this Verdict comes and moves that there be no Judgment entered against the Deft. thereon - Which motion, being fully understood by the Court, is overruled - It is therefore Considered by the Court that the said Timothy do recover against the said Charles the sum of thirty nine pounds Eleven Shillings lawful money Damages and Cost of Court taxed at three pounds nineteen Shillings and nine pence like money -

The Deft. by his attorney appeals from the Judgment of this Court to y^e next Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next &c he recognises with Sureties as the Law directs for the said Charles, prosecuting his appeal with Effect there as by s^d Recognizance on file appears -

Daniel Lamb of Springfield in the County of Hampshire yeoman Plt. is Joseph Wright yeoman and David Wright yeoman both of s^d Springfield Defts in a plea of the &c as appears at large on Record of the Last Court - the plts appears. The Defts Who were three times publicly called to come into Court do not appear but make Default &c - It is therefore Considered by the Court that the plts recover against the Defts nine pounds nineteen Shillings lawful money Damages and Cost of Court taxed at Two pounds four Shillings and five pence like money & he may have his Exon^r &c Exⁿ is d^d 27th Oct^r 1762.

Cornelius Jones of Springfield in the County of Hampshire Gent. plts. is Joseph Wright of Springfield afores^d Husbandman Deft. in a plea of the Case as appears at large on record of this Court at the last Term thereof - the plts appears - But the Deft. being three times publicly called to come into Court makes Default of Appearance - It is therefore Considered by the Court that the plts recover against the Deft. Three pounds five Shillings and seven pence lawful money Damages & Cost of Court taxed at one pound 15/7. &c Exⁿ is d^d 23rd of Oct^r 1762 -

Nathaniel Williams of Westfield in y^e County of Hampshire yeoman Plt. is Elias Willard of Stockbridge in the County of Berkshire yeoman and Amos Kellogg of Sheffield in the same County yeoman Defts in a plea that they render to him two hundred pounds &c as appears at large on Record of y^e Court at the Last Term thereof And now the said Nathaniel being three times publicly called to come into Court & prosecute this Action is nonsuit & the s^d Elias and Amos likewise defaulted - & the Action is dismissed

Elijah Williams of Deerfield in the County of Hampshire Esq. plts. is Joshua Wells Jun^r of Bernardston in the same County yeoman Deft. in a plea of the Case wherein the plts. demands Eleven pounds 12^{sh} on the Deft. note of the 17th of March A.D 1760 with the Interest &c as p^d Writ on file fully appears -

The Plt. appears - The Deft. thrice times publicly called to come into Court doth not come but makes Default of Appearance - It is therefore Considered by the Court that the plt. do recover against the Deft. thirteen pounds 5^s lawful money Damages & Cost of Court taxed at two pounds 8^s 4^d - Ex^{te} is 12th Nov^r 1762.

Angier
for
Scott-

Baker Angier of Newton in the County of Middlesex gent. plt. vs Moses Scott of Bernadston in the County of Hampshire yeoman Deft. in a plea of Trespass for that the said Moses at Bernadston aforesaid on the 20th day of February last past did with force and arms break and enter into a Lot of Land viz N^o 34 called the plt. Homelot in said Bernadston belonging of Right to the Plt. and in his possession then being and the said Moses being so Entered did with force and arms as aforesaid fell cut down and carry away from off said Land Seven large pine Trees and one oak tree of him the plt. then and there standing and growing on said Land all of the proper growth of said Land and each of more than one foot Diameter and of the Value of Six Shillings each And many other Wrongs he did the plt. ag^t the peace and to his Damage as he saith Six pounds - The plt. by Joseph Hawley Esq^r his Att^r appears - And the said Moses Scott by John Worthington Esq^r his Attorney comes into Court and defends and pleads that he owes the plt. nothing in manner and form as the Plt. in his Declaration has alleged and thereof puts himself on the Country reserving at the same time to himself Liberty of altering this plea and making a new one in the Trial on the Appeals - And the said Baker Angier agreeing to the Deft. reservation afores^d says that the Deft. plea above pleaded and the matters therein contained are not sufficient in Law and that he is not bound by Law to answer thereto and this he is ready to prove wherefore he prays Judgment for his Damages and Cost - And the deft says his plea is sufficient - Whereupon the premises been seen and by the Justices now here fully understood it appears to the said Justices that the deft. plea afores^d by him in law above pleaded is insufficient in Law &c. It is therefore Considered by the Court that the said Baker do recover against the said Moses two pounds Eight Shillings lawful money Damages and Cost of this Suit taxed at three pounds Three Shillings and Seven pence - The said Moses by his said Att^r appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Appellant's prosecuting the Appeal with Effect as by said Recognizance on file appears -

Wells
vs
Dwelle

Samuel Wells of Brattleborough in the Province of New Hampshire gent. plt. vs Samuel Dwelle of Deerfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands on the 1st Deft. note of the 20th of March last one hundred & thirty nine pounds 6^s 4^d and if paid as by s^d Writ on file at large appears - The plt. appears - The Deft. being three times publicly called makes default of Appearance in Court -

It is therefore Considered by the Court that the said Samuel Wells do recover against the said Samuel Dwelle one hundred and forty three pounds two Shillings and ten pence lawful money Damages And Cost of Court taxed at two pounds 13^s 7^d -

Ex^{te} is 23rd Sept^r 1762 -

Daniel Montague of Sunderland in the County of Hampshire yeoman plt. vs Samuel Dwelle of Deerfield in the same County Blacksmith def. in a plea of the Case for recovery of Eleven pounds 6s. due on the Debt note of the 9th of Nov^r 1761 and the Interest &c as by q^r Writ on file is fully declared - The plt. appears - The Def^t. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the said Daniel do recover against the said Samuel Eleven pounds sixteen Shillings lawful money Damages and Cost of Court taxed at two pounds two Shillings and five pence -

Montague
Dwelle

Moses Billing of Sunderland in the County of Hampshire yeoman plt. vs Samuel Blodget of Sunderland physician who are joint traders plt. vs Benjamin Scott of Hatfield in s^d County yeoman def. in a plea of the Case wherein they demand three pounds 4s. which he promised them by his note on the 18th of Sept. 1761 within three months &c as by q^r Writ on file fully appears - The plt^s appear - The Def^t. being three times publicly called is come into Court makes default of appearance &c - It is therefore Considered by the Court that if plt^s do recover ag^t the Def^t. Three pounds four Shillings lawful money Damages and Cost of Court taxed at two pounds two Shillings and five pence -

Billing &c
Scott

John Vutroy of Stafford in the County of Hartford and Colony of Connecticut yeoman plt. vs Jonathan Sprague of a place called Huntstown in the County of Hampshire yeoman def. in a plea of the Case wherein the plt demands three pounds 5s. 6d. which y^r def^t. on the 18th of July 1761 by his note promised him by the first of March then next and 8. interest from that time and also four pounds worth of Wheat and Indian Corn which y^r def^t. by his note on the Second of July 1761 promised y^r plt. &c as by q^r Writ on file appears at large - The plt. appears - The Def^t. being three times solemnly called to come into Court makes default of appearance &c - It is therefore Considered by the Court y^t y^r plt. do recover against the def^t. Seven pounds Seven Shillings lawful money Damages and Cost of Court taxed at two pounds one Shilling and five pence like money -

Ex^{is} 23rd Sept. 1762 -

Vutroy
Sprague

Nehemiah Burt of Northampton in the County of Hampshire yeoman plt. vs Aaron Scott of Deerfield in the same County yeoman def. in a plea of the Case wherein the plt. demands Seven pounds 13s. 3/4 which y^r def^t. on the 1st of Nov^r 1761 by his note promised y^r plt. on demand and y^r Interest &c - The plt. appears - The def^t. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the p^r. Burt do recover against said Aaron Eight pounds eight pence three farthings lawful money Damages and Cost of Court taxed at two pounds one penny like money

Burt
Scott

Ebenezer Train of Greenwich in the County of Hampshire yeoman plt. vs Samuel Sawin of s^d Greenwich yeoman def. in a plea of the Case wherein y^r plt. demands two pounds 2s. which y^r def^t. on the 2^d of Jan^y 1762 by his note promised y^r plt. by the first of April then next with Interest - The plt. appears - The def^t. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that y^r plt. recover ag^t y^r Def^t. two pounds 4s. 1/4 lawful money &c - Cost of Court taxed at two pounds 2s. 1/2 -

Train
Sawin

Ex^{is} 29th Oct. 1762 -

9
Belding
in
Lawin
Reuben Belding of Hatfield in the County of Hampshire yeoman plt. vs Samuel Lawin of Greenwich in the same County yeoman Deft in a plea of the Case wherein the plt demands four pounds 4s for sundry articles of account & as by J. Whit on file appears at large - The plt appears - The Deft. tho' three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the said Reuben recover against the said Samuel four pounds four Shillings and four pence lawful money Damages & Cost of Court taxed at two pounds Nine pence -

Barber
in
Blair
John Barber of Westfield in the County of Hampshire Innholder plt. vs Robert Blair of said Westfield yeoman Deft in a plea of the Case wherein J. plt demands nine pounds 5s 2 which the deft. on the 16th of August current promised the plt on demand with interest & as J. Whit appears - The plt appears - The deft. tho' three times solemnly called to come into Court makes Default of appearance - It is therefore Considered by the Court that the plt. recover against the Deft. nine pounds five Shillings and nine pence lawful money Damages & Cost of Court taxed at one pound 13s 6 - Ex^{ce} is 28th Sept. 1762.

Sheldon
in
Roots
Stephen Sheldon of the District of Southampton in the County of Hampshire gent. plt. vs David Root of Westfield in the same County yeoman Deft. in a plea of the Case wherein the plt demands two pounds 10s 10 which J. Deft on the first of April last promised him on demand with interest & as J. Whit appears - The plt appears - The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. do recover ag^t the Deft. three pounds & four pence lawful money Damages & Cost of Court taxed at one pound 16s 9 - Ex^{ce} is 23rd Oct. 1762.

Mills
in
Roe
Ebenezer Mills of Symbury in the County of Hartford and Colony of Connecticut gent. plt. vs Peter Roe of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the deft. at said Westfield on the 28th of May 1761 by his note for Value received promised the plt to pay him three pounds & seven pence lawful money by the 25th of August then next with interest yet the deft. tho' often requested hath never paid the same which is to J. plt. Damage six pounds - The plt. appears - The Deft. tho' three times publicly called to come into Court doth not come but makes Default. It is therefore Considered by the Court that the plt. do recover ag^t the Deft. three pounds five Shillings & a penny half penny lawful money Damages and Cost of Court taxed at one pound 16s 11 like money - After all which the said Peter by Charles Phelps gent. his Att. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for the Appellants prosecuting his appeal with Effect as by said Recognizance on file appears -

Willcock
in
Rowlee
David Willcock of Suffield in the County of Hampshire otherwise called David Willcock of Suffield in the County of Hartford yeoman plt. vs Thomas Rowlee of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the deft. at said Springfield on the 11th of July 1761 by his note for Value received promised the plt. to pay him two pounds 7s 2 on Demand with interest til paid

said yet the deft. tho' often requested hath not performed his promise but he
justly neglects it to the plt. Damage three pounds - The plt. appears.
The Deft. tho' three times publicly called to come into Court doth not come
it makes Default of appearance - It is therefore Considered by the Court of
said David recover against the said Thomas Two pounds ten Shillings
and five pence lawful money Damages and Cost of Court taxed at one
pound fourteen Shillings and nine pence - After all which the Deft by
Charles Phelps gent his attorney comes into Court and appeals from the
Judgment of this Court to the Superior Court of Judicature to be holden
at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next & he recognises with Sureties as the Law directs
for the Appellant's prosecuting this appeal with Effect as by 2^d Recogniz-
ance on file appears -

Martin Dewey late of Westfield in the County of Hampshire now of Corn
elbow precinct in Dutchess County in the province of New York gent^r plt. vs
David Black late of Blanford in the County of Hampshire now of a place
commonly known and called by the name of Number one Equivalent in
County of Berkshire Gent. Deft. in a plea of the Case wherein the plt. demands
six pounds 4/8^d which the Deft. on the 10th of April 1760 by his note promised
the plt. on demand with Interest &c as is of Writ appears - The plt. appears.
The Deft. being three times publicly called makes Default of appearance -
It is therefore Considered by the Court that the plt. do recover against
the Deft. four pounds fourteen Shillings and two pence lawful money
Damages and Cost of Court taxed at two pounds 13/7. Ex^r in 29th Sept. 1762.

Samuel Fowler of Westfield in the County of Hampshire yeoman plt. vs Ado
iah Burr of the same Westfield yeoman deft. in a plea of the Case for that
left on the 2^d of Feb^r 1761 by his note promised y^r plt. or order ten pounds within
six months with the Interest &c as is the Writ appears - The plt. appears - The
Def^t. being three times publicly called makes Default of appearance in Court -
It is therefore Considered by the Court that the plt. recover against the Deft.
six pounds five Shillings and seven pence lawful money Damages and Cost of
Court taxed at one pound fourteen Shillings & three pence. Ex^r in 20th Nov. 1762.

Martin Dewey late of Westfield in the County of Hampshire now of Corn
elbow precinct in Dutchess County in the province of New York Gent. plt. vs Isaac
Hacket of Westfield afores^d yeoman Deft. in a plea of the Case wherein the plt.
demands four pounds 13/1 which the deft. on the 11th of August 1760 by his note
promised the plt. or his order on Demand with use &c as is of the Writ appears -
plt. appears - The Deft. being three times called to come into Court makes
Default of appearance - It is therefore Considered by the Court that y^r plt. do
recover against the Deft. five pounds 4/8^d lawful money Damages and Cost of
Court taxed at two pounds 13/7 - Ex^r in 29th Sept. 1762 -

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs Joseph
Hides of said Westfield yeoman deft. in a plea of the Case demanding seven pounds
14/1 which the deft. on the 14th day of August Current promised the plt. by his note to
pay him on demand with Interest &c as is of Writ &c - the plt. appears - The deft. being
three times solemnly called makes Default of appearance in Court - It is therefore
Considered by the Court that plt. do recover ag^t y^r Deft. seven pounds 14/1 lawful
money Dam^s & Cost of Court taxed at one pound 13/7. Ex^r in 29th Sept. 1762 -

10. Silvester Gardner of Boston in the County of Suffolk by S^r W^m Jepson of Hartford in the County of Hartford & Apothecary p^lt vs William Loomis of Westfield in the County of Hampshire Labourer Def^t in a plea of the Case demanding Two pounds 10^s 9^d which y^e Def^t on the first of Oct^r 1761 by his note promised one Samuel Smith to pay him or his order on Demand with Interest and which the s^d Samuel afterwards ordered to be paid in y^e P^lt^s as by Writ at large is set forth. The p^lt appears. The Def^t tho' solemnly called to come into Court makes default of appearance. It is therefore Considered by the Court that the said p^lt do recover against the Def^t three pounds three Shillings and three farthings lawful money Damages and Cost of Court taxed at three pounds and nine pence.

Dewey } Martin Dewey of Cromwell in Dutchess County & y^e province
or } of New York Gent. p^lt vs Timothy Simons of Westfield in the County of
Simons } Hampshire yeoman Def^t in a plea of the Case wherein the p^lt demands two pounds and three pence which the def^t on the 12th day of July 1762 by his note promised y^e p^lt or his order on Demand with the Interest as by the Writ fully appears. The p^lt appears. The def^t being three times called to come into Court makes Default of Appearance &c. It is therefore considered by the Court that the p^lt do recover against the def^t two pounds and seven pence lawful money Damages and Cost of Court taxed at two pounds fourteen Shillings and seven pence. Ex^{te} in 29th Sept^r 1762.

Fowler } Biddad Fowler of Westfield in the County of Hampshire Trader p^lt vs
Roor } David Roor of Westfield aforesaid yeoman Def^t in a plea of the Case wherein the p^lt demands four pounds 14^s 1³/₄ which remains due and unpaid of the sum of five pounds 5^s 8³/₄ which on a Settlement between y^e p^lt & Def^t made the 8th of April last then was then found in arrears & due by y^e p^lt &c as is a large set forth in the Writ. The p^lt appears. The Def^t being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the p^lt do recover against the Def^t four pounds fourteen Shillings and a penny three farthings lawful money Damages and Cost of Court taxed at one pound 13^s 9^d. Ex^{te} in 29th Sept^r 1762.

Same } Biddad Fowler of Westfield in the County of Hampshire Trader p^lt vs
ag^t } Elizabeth Barker of y^e same Westfield spinster & Singlewoman Def^t in a plea
Barker } of the Case demanding eight pounds 10^s which y^e Def^t on the 5th of April 1761 by her note promised the p^lt or his order on Demand with Interest. As by y^e Writ at large appears. The p^lt appears. The Def^t being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the p^lt do recover ag^t the Def^t three pounds 9^s lawful money Damages & Cost of Court taxed at one pound 13^s 1³/₄ like money. Ex^{te} in 29th Sept^r 1762.

Same } Biddad Fowler of Westfield in the County of Hampshire yeoman p^lt vs
ag^t } James Nelson late of Westfield afores^d yeoman Def^t in a plea of the Case wherein
Nelson } the p^lt demands two pounds 3^s 9^d which the def^t on y^e 9th of May 1761 promised by p^lt by his note on Demand with use &c as y^e Writ. The p^lt appears. The Def^t being three times called to come into Court makes Default of appearance. And afterwards viz now at this same Term y^e p^lt by John Phelps Gent. his Attorney comes into Court and acknowledges he hath rec^d satisfaction in full of his Demand in this Case.

Martin Dewey of Cornubio p^{re}sent in Dulwich County in the province of New York Gent. p^lt. vs John Crooks of Blanford in County of Hampshire yeoman def^t. in a plea of the Case demanding Six pounds 8/2 1/4 which the def^t. on the 18th of May 1761 by his note promised the p^lt. or his order on demand with use & as by Writ appears - The p^lt. appears - The Def^t. being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the p^lt. do recover against the Def^t. four pounds twelve Shillings and four pence half penny lawful money Damages & Cost of Court taxed at two pounds 13/3 - Ex^{is} 29th Sept. 1762 -

John Shepard of Westfield in the County of Hampshire Gent. p^lt. vs Samuel Meecher of Granville in the same County yeoman def^t. in a plea of the Case demanding 32^s & 4^d interest which the Def^t. on y^e 3rd of May last promised him on demand also demanding 30^s which y^e Def^t. on y^e same day by his other note promised him on Demand with interest & as by the Writ appears - The p^lt. appears - The Def^t. being three times called to come into Court makes Default of appearance & It is therefore considered by the Court that the p^lt. do recover against the Def^t. three pounds three Shillings and five pence lawful money Damages and Cost of Court taxed at one pound fifteen Shillings & nine pence -

John Holcomb of a place commonly known and called by the name of the wedge of Land in the County of Hartford and Colony of Connecticut yeoman p^lt. vs Jabez Dunham Jun^r of Granville in the County of Hampshire yeoman def^t. in a plea of the Case demanding four pounds 8^s which the def^t. on the 25th of March last by his Note promised the p^lt. by the first of May then next with the Interest as by the Writ appears - The p^lt. appears - The Def^t. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the p^lt. do recover against the Def^t. four pounds ten Shillings four pence lawful money Damages & Cost of Court taxed at one pound 17/11 - Ex^{is} 23rd Oct. 1762 -

Bildad Fowler of Westfield p^lt. vs Alexander Clark late of Blanford now of Deerfield &c. Def^t. in a plea of the Case demanding two pounds 4/7 - upon amount as by Writ appears - In this Case the p^lt. being three times publicly called to come into Court & prosecute this action is Non sui^t - the Def^t. likewise Defaulted - & the action is dismissed -

John Patterson of Greenwich in the County of Hampshire yeoman p^lt. vs Moses Smith late of Ware River parish so called in s^d County Gent. Def^t. in a plea of the Case for that the Def^t. at said Springfield on the last of November 59 being fully indebted to the p^lt. the sum of three pounds 12/9 to balance accounts with the p^lt. according to the account on file & annexed to the Writ & Surory Articles therein contained promised the p^lt. to pay him s^d sum on Demand yet the def^t. tho' often thereto requested hath not performed his promise aforesaid but unjustly neglects it to the p^lt. Damage six pounds & parties appear & by their agreement the Case is continued to the next Superior Court of Common Pleas to be holden at Northampton within & the County of Hampshire on the second Tuesday of November next

Mr. Porter
Ballard

Sarah Porter of Hadley in the County of Hampshire Gentlewoman plt vs David Ballard of Montague in the same County Husbandman Deft. in a plea that he owes to her seven pounds which the Deft. on the 14th of January 1758 by his bond bound himself to her to pay to her on Demand & as C of Writ fully appears - The plt. appears - The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Deft. four pounds fifteen Shillings and two pence lawful money being y^e (harney) of the said Bond & debt and Cost of Court taxed at one pound 18^{sh} 4^d -
Ex^{ist} 12th Nov^r 1762

Porter Esq
Executors
Selden

Sarah Porter of Hadley in the County of Hampshire Gentlewoman (widow and Relict of Eleazer Porter late of said Hadley Esq) & Eleazer Porter now of s^d Hadley Esq Executors of the last will & Testament of s^d Eleazer dec^d plt vs Isaac Selden of said Hadley Husbandman deft. in a plea that he owes for: Executors twelve pounds 7^s lawful money which the Deft. at Hadley afores^d on the 13th of July 1756 by his bond bound himself to the s^d Eleazer dec^d (then living) to pay him on Demand & as by the Writ appears - The plt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the said Executors do recover ag^t the said Isaac eight pounds ten Shillings, ten pence lawful money being the (harney) of s^d bond, Debt & Cost of Court taxed at one pound 16^{sh} -

Same
as
Pierce

Sarah Porter of Hadley in the County of Hampshire Gentlewoman Widow and Relict of Eleazer Porter late of s^d Hadley Esq dec^d & Eleazer Porter now of s^d Hadley Esq Executors of the last Will and Testament of the said Eleazer dec^d plt vs Benj^a Pierce of South Hadley in s^d County yeoman deft. in a plea of the Case for that s^d Benjamin on the 28th of July 1752 by his note promised the s^d Eleazer dec^d then living to pay ^{him} 38^{li} 10^s with the interest on demand & as p^r the Writ appears - The plt^s appear - The Deft. being three times called makes Default of appearance in Court - It is therefore Considered by the Court that the s^d Executors do recover against the said Benjamin Three pounds two Shillings and six pence lawful money Damages & Cost of Court taxed at 35^{sh} -
Ex^{ist} 12th Nov^r 1762

Porter Esq
Selden

Eleazer Porter of Hadley in the County of Hampshire Esq plt vs Isaac Selden of the same Hadley yeoman deft. in a plea of the Case demanding six pounds 11^{sh} 6^d for sundry goods & Merchandizes before y^e last of June last past sold and delivered by Deft by the plt. & as appears at large on file - The plt appears - The Deft. being three times called to come into Court makes Default of appearance - It is therefore Considered by the Court that the said Eleazer do recover against the s^d Isaac six pounds eleven Shillings & six pence lawful money Damages & Cost of Court taxed at one pound sixteen Shill^g & eleven pence

Porter Esq
Executors
Croo's Adm^r

Sarah Porter of Hadley in the County of Hampshire Gentlewoman Widow and Relict of Eleazer Porter late of s^d Hadley Esq dec^d & Eleazer Porter now of s^d Hadley Esq Executors of the last Will and Testament of the s^d Eleazer dec^d plt vs Daniel Noble late of Westfield in s^d County yeoman & Rebecca Noble Wife of the said Daniel who was late Rebecca Croo and Administratrix on the Estate of Samuel Croo late of s^d Hadley yeoman dec^d Deft^s in a plea of Ejectment wherein the plt^s demand against the Deft^s a certain piece of Wood Land with the appurtenances lying and being in Amherst in s^d County and in the first Tier of Lots there be and also another Piece of Wood Land lying in

Hadley aforesaid and in that part thereof called the inner Commons there & both of ^{some} which lots are particularly described in the plt^s Writ on file bearing date ^(continued) the 21st day of June last. The plt^s appear. The Def^t being three times publicly called to come into Court make Default of Appearance. It is therefore considered by the Court that the said Executions do recover against the Estate of the s^d Samuel two in the hands and under the Administration of the s^d Administration the Sum of fifty seven pounds lawful money (being the balance of the said Samuel's bond to the said Pleazed rec^d which was given as collateral Security for the performance of the Covenant annexed to the Deed conveying the said Land to the s^d Pleazed / Debt to be paid within two months and Cost of Court taxed at one pound fifteen Shillings and nine pence - And it is further considered that in Case the said Sum of fifty seven pounds shall not be paid within the Term afores^d the said Plt^s may have their Execution for the Possession of the premises demanded & Cost.

Timothy McElwain of Palmer in the County of Hampshire yeoman plt. vs Sam^l McElwain of Monson in the same County yeoman Def^t. in a plea of the Case for that said Samuel at said Palmer on the 15th of September 1760 by his note for ⁱⁿ Value rec^d promised the s^d Timothy to pay him or order sixty three pounds four Shillings and four pence lawful money in one year from said Date with lawful Interest yet the Def^t tho often requested hath never fulfilled his s^d promise but unjustly neglected it to the Damage of the said Timothy as he saith seventy pounds &c. - The plt. appears. The Def^t tho three times solemnly called to come into Court doth not come but makes Default. It is therefore considered by the Court that the said Timothy do recover against the said Samuel seventy pounds fifteen Shillings and six pence lawful money Damages and Cost of Court taxed at one pound fifteen Shillings six pence. After all which the said Samuel by John Worthington Esq^r his Attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the law directs for the said Samuel's prosecuting his appeal with Effect as by said Recognizance on file appears.

Jonathan Hunt of Northfield in the County of Hampshire yeoman Plt vs John Sawyer of Peterstam in the County of Worcester yeoman Def^t. in a plea ⁱⁿ of the Case wherein the Plt. demands libtly two pounds lawful money ^{or} which the Def^t on the 21st of May 1760 by his note promised the plt. to pay him in turn by the twenty first of August then next &c as by if Writ on file more fully appears. The plt. appears. The Def^t being three times called makes Default of Appearance in Court. It is therefore considered by the Court that the s^d Jonathan do recover against the Def^t twenty two pounds lawful money Damages & Cost of Court taxed at two pounds six Shillings and three pence.

Joshua Conkey of New Salem in the County of Hampshire Labourer plt vs James Hay Jun^r of Hardwicks in the County of Worcester yeoman Def^t. in a plea ⁱⁿ of the Case wherein the plt. demands three pounds lawful money which the Def^t on the 1st of Dec^r 1761 by his note promised him by the first of March then next & the Interest &c. The Writ appears.

The plt. appears. The deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. do recover ag^t the Deft three pounds two Shillings and Six pence half penny lawful money Damages and Cost of Court taxed at two pounds 1/9. Ex^{is} 2^{is} 12th Sept. 1762

Blodget } Samuel Blodget of Sunderland in the County of Hampshire physician plt. or
Tuttel } Nathan Tuttel of Montague in the same County yeoman Deft. in a plea of the
Case wherein the plt. demands two pound 10/3 which the deft. on the 18th day of July 1760 by his note promised the plt. to pay him or order on Demand with Interest &c as by y^e Writ fully appears. The plt. appears. The Deft. being three times called makes default of appearance in Court. It is therefore Considered by the Court y^t the plt. do recover against the Deft. two pound. sixteen Shillings & eight pence lawful money Damages & Cost of Court taxed at thirty seven Shillings & eleven pence.

Billings } Moses Billings yeoman & Samuel Blodget Physician both of Sunderland in the
indem } County of Hampshire plt^s or Nathan Tuttel of Montague in s^e County yeoman
def^t. in a plea of Case wherein they demand four pound 19/- which y^e Deft. on y^e 14th of Nov. 1761 by his note promised to pay them or order on Demand with y^e Interest. Also one other sum of 32/- which the Deft. owed them on the first of Jan^y 1762 for diverse Menstruaries &c as by the writ more fully is set forth. The plt^s appear. The Deft. being three times called to come into Court makes Default of appearance. It is therefore Considered by the Court that the plt^s recover against the Deft. six pound sixteen Shillings & seven pence lawful money Damages & Cost of Court taxed at thirty seven Shillings & eleven pence

same } Moses Billings yeoman and Samuel Blodget Physician both of Sunderland in
ag^t } the County of Hampshire plt^s or Isaac Johnson of Shutebury in s^e County yeoman
know } def^t. in a plea of the Case wherein they demand thirty two pound 8 2/3 which y^e Deft. on the 16th of April last by his note promised the plt^s or their order on demand with Interest &c as by y^e Writ appears. The plt^s appear. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt^s do recover against the Deft. thirty one pound six Shillings and eight pence half penny lawful money Damages and Cost of Court taxed one pound eighteen Shillings & three pence. Ex^{is} 19th Sept. 1762.

same } Moses Billings yeoman & Samuel Blodget Physician both of Sunderland in the
ag^t } County of Hampshire plt^s or Zebadiah Allis of Montague in s^e County yeoman
Allis } Def^t. in a plea of the Case wherein they demand five pound 1/- which y^e Deft. on y^e 26th of April 1761 by his note promised y^e plt^s or their order on demand & y^e Interest as by the Writ appears. The plt^s appear. The Deft. being three times called to come into Court makes Default of appearance. It is therefore Considered by the Court that the plt^s recover against the Deft. five pound ten Shillings lawful money Damages & Cost of Court taxed at one pound 18/3. Ex^{is} 19th Sept. 1762.

same } Moses Billings yeoman & Samuel Blodget Physician both of Sunderland in y^e County
ag^t } of Hampshire plt^s or Samuel Graham of s^e Sunderland Cordwainer Def^t. in a plea
Graham } of the Case wherein they demand twenty five pound 13/- which the Deft. on the 25th of Feb^y last by his note promised the plt^s or their order on demand with Interest &c as is fully set forth in y^e Writ. The plt^s appear. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt^s recover against the Deft. twenty five pound five Shillings lawful money Damages & Cost of Court taxed at thirty six Shillings & three pence. Ex^{is} 5th Oct. 1762

Moses Billing yeoman and Samuel Blodget Physician both of Sunderland in the County of Hampshire p^lt. v^s Aaron Leonard of Hadley in y^e same County yeoman { Same
deft. in a plea of the Case demanding eighteen pounds 9^s 6^d which the Deft. on the 1st of April last by his note promised them or their order on Demand with y^e Interest &c as y^e Writ appears - The p^lt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the p^lt. recover against the Deft. eighteen pounds eighteen Shillings and four pence lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and eleven pence. Ex^{te} is 5th Oct^r 1762 -

Saul Wood of Bolton in the County of Hartford and Colony of Connecticut in New England yeoman p^lt. v^s Ebenezer Sheldon of Bernardston in the County of Hampshire Gent. def^t. in a plea of the Case wherein the p^lt. demands two pounds 16^s lawful money which the Deft. on the 29th of April 1761 by his note promised y^e p^lt. within twelve months - The p^lt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the said Saul do recover against the said Ebenezer two pounds sixteen Shillings lawful money Damages and Cost of Court taxed at one pound seventeen Shillings & 7^d - Ex^{te} is 13th Nov^r 1762

Samuel Clark of Northampton in the County of Hampshire Gent. p^lt. v^s William Williams of Pittsfield in the County of Berkshire Esq^r Def^t. in a plea of the Case wherein the p^lt. demands seven pounds which the Deft. on the 4th of January 1760 by his note promised the p^lt. to pay him or order by the first of March then next with the Interest &c as y^e Writ appears - The p^lt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the p^lt. recover against the Deft. six pounds ten Shillings and eight pence lawful money Damages and Cost of Court taxed at one pound 17^s 3^d - Ex^{te} is 15th Nov^r 1762

William Lyman of Northampton in the County of Hampshire Gent. p^lt. v^s William Williams of Pittsfield in the County of Berkshire Esq^r Def^t. in a plea of the Case wherein the p^lt. demands 12^s which the Deft. on the 15th of Sept^r 1753 owed the p^lt. for so much before that time paid and laid out to the use of the Deft. also seven pounds 1^s 8^d which the Deft. on the ^{twenty} second of April 1755 owed the p^lt. for rum which he bought of y^e Deft. before that time and the Interest thereof and also the Sum of 29^s 11^d which the Deft. on the last day of November 1758 owed the p^lt. for Interlaiment &c as y^e Writ is fully set forth - The p^lt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the p^lt. do recover against the Deft. Twelve pounds three Shillings and one penny lawful money Damages & Cost of Court taxed at thirty seven Shillings & eleven pence - Ex^{te} is 15th Nov^r 1762 -

Josiah Dwight of Springfield in the County of Hampshire Esq^r p^lt. v^s Dan Sheldon of Northampton in the same County Blacksmith Def^t. in a plea of the Case wherein the p^lt. demands six pounds 3^s 2^d which the Deft. on the 25th of August 1761 promised the p^lt. on Demand with Interest and so forth - as by y^e Writ appears - The p^lt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the p^lt. do recover ag^t the Deft. six pounds ten Shillings & nine pence lawful money Damages & Cost of Court taxed at one pound eleven Shillings & seven pence - Ex^{te} is 20th Sept^r 1762 -

13. *Benezer Pomeroy Gent. & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy late of s^d Northampton Gent. dec^d intestate Plt^s vs Dan Shelden of s^d Northampton Blacksmith Def^t in a plea of the Case wherein the pl^t demand four pounds 10s. which the Def^t on the 16th of Oct^r 1757 by his note promised the s^d Elisha to pay him or his order on demand with Interest also the Sum of fifteen pounds 1/10th which the Def^t on the 24th of Feb^y 1758 by his note promised s^d Elisha to pay him or his order on Demand with the Lawful Interest and also four pounds which y^e def^t on the 13th of May 1759 promised the said Elisha to pay him or his order on Demand with the Lawful Interest and Also twenty pounds 10s 11th which the Def^t on the last of November last owed the said Elisha for diverse Wares & Merchandises & as in the Writ is declared at large - The pl^t appear - The Def^t thrice three times publicly called to come into Court makes Default of Appearance - It is therefore Considered by the Court that the pl^t in s^d Capacity do recover against the Def^t fifty pounds eight Shillings and one penny three fourths lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and a penny. Ex^{ra} is 19th Sept. 1762 -*

Blodget Samuel Blodget of Sunderland in the County of Hampshire physician pl^t.
Johnson vs Josiah Johnson of the New Plantation called Ivingshire in the same County Husbandman Def^t in a plea of the Case wherein the Pl^t demands three pounds 3s. which y^e Def^t on the 10th of Feb^y 1761 by his note promised to y^e pl^t or his order on Demand with use & as is fully set forth in the Writ - The pl^t appear - The Def^t being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the pl^t do recover against the Def^t three pounds nine Shillings and three pence lawful money Damages and Cost of Court taxed at thirty eight Shillings & one penny. Ex^{ra} is 5th Oct^r 1762.

Same Moses Billing yeoman & Samuel Blodget Physician both of Sunderland in
ag^t the County of Hampshire pl^t vs Benezer Locke of a place called Ivingshire in
Locke the same County Husbandman Def^t in a plea of the Case wherein the pl^t demand seven pounds 16s which the def^t on the 19th of July last by his note promised to pay to them or order on demand with Interest & as y^e Writ is fully set forth - The pl^t appear - The Def^t being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the pl^t do recover against the Def^t seven pounds sixteen Shillings and eight pence lawful money Damages and Cost of Court taxed at one pound eighteen Shillings & three pence. Ex^{ra} is 19th Sept. 1762 -

Same Moses Billing yeoman & Samuel Blodget Physician both of Sunderland in the
ag^t County of Hampshire pl^t vs Josiah Johnson of a place called Ivingshire in said
Johnson County Husbandman Def^t in a plea of the Case wherein they demand eleven pounds 17s 10th which the def^t on the tenth of Feb^y 1761 by his note promised the pl^t to pay them or order on demand with Interest also six pounds 5s 2nd w^{ch} the Def^t on the last day of July last owed the pl^t for diverse merchandises & as y^e the Writ more fully appears - the pl^t appear - The def^t being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the pl^t do recover ag^t the Def^t nineteen pounds four Shillings & six pence half penny lawful money Damages & Cost of Court taxed at one pound eighteen Shillings & three pence - Ex^{ra} is 5th Oct^r 1762 -

Roses Billing and Samuel Blodget both of Sunderland in the County of Hampshire Traders plt^s vs Joseph Merchant of Montague in the same County Husbandman def^t in a plea of the Case wherein they demand two pounds 5/6 which the Def^t on the last day of July last owed them for divers merchandizes &c as & y^e Writ appears - The plt^s appear - The Def^t being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt^s do recover against the Def^t Two pounds five Shillings and Six pence lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and a penny - Ex^{ra} is^d 5th Oct^r 1762 -

Nices Billing Trader and Samuel Blodget Physician both of Sunderland in the County of Hampshire plt^s vs Daniel Baker of Montague in the same County yeoman def^t in a plea of the Case wherein they demand five pounds 1/4 which the Def^t on the 9th day of April last by his note promised the plt^s to pay them or order on Demand with Interest &c - as & the Writ appears - The plt^s appear - The def^t being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt^s recover against the Def^t four pounds twelve Shillings and Seven pence lawful money Damages & Cost of Court taxed at one pound 17/6 - Ex^{ra} is^d 4th Oct^r 1762

Wearer Burt of Northampton in the County of Hampshire Shopkeeper plt^r vs Timothy Nash lately of Shutesbury in the County of Hampshire yeoman def^t in a plea of the Case wherein the plt^r demand two pounds 5/8 which the Def^t on the 4th day of February 1755 by his note promised the plt^r on Demand with the Interest also nine pounds 7/4 which the Def^t on the 13th day of January last by his other note promised the plt^r on Demand with Interest also Seven pounds 11/6 which the def^t on the last day of May last owed the plt^r for divers merchandizes &c - The plt^r appears - The Def^t being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt^r do recover against the Def^t eighteen pounds two Shillings and Eleven pence three farthings lawful money Damages & Cost of Court taxed at one pound 15/3 -

Bencher Hindsdale of Hindsdale in the Province of New Hampshire plt^r vs Gideon Harderson of Amherst in the County of Hampshire yeoman def^t in a plea of the Case wherein the plt^r demand two pounds 8/ which the Def^t on the 24th day of January 1761 promised the plt^r to pay him or order by the first of March then next with the Interest &c - The plt^r appears - The def^t being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt^r recover against the Def^t two pounds twelve Shill^{ings} & Eight pence lawful money Damages & Cost of Court taxed at two pounds ten Shillings and nine pence - Ex^{ra} is^d 23^d Sept^r 1762.

Samuel Blodget of Sunderland in the County of Hampshire physician plt^r vs Tho^s Chapin late of Belshertown in the same County yeoman def^t in a plea of & C^{ase} wherein the plt^r demands Seven pounds which the Def^t on the Twentieth day of July 1761 by his note promised the plt^r to pay him or order on Demand with Interest &c - The plt^r appears - The Def^t being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the plt^r do recover against the Def^t six pounds eight Shillings & six pence lawful money Damages & Cost of Court taxed at Two pounds & five pence - Ex^{ra} is^d 26th Sept^r 1762.

14-
Ewen
Marsh } Daniel Ewen of New-Salem in the County of Hampshire yeoman plt. vs Jonathan
Marsh of New-Salem abovesaid yeoman deft in a plea of the Case wherein the plt.
demands twenty Six pounds 13/4 which the Deft. on the fourth day of January
1762 by his note promised the plt. to pay him or order by the first of May then next
with Interest also one other Sum of twenty Six pounds 13/4 which the Deft. on 2^d
fourth of January promised to plt. to pay him or order by the seventeenth day
of June then next with Interest & as the Writ appears - The plt. appears.
The Deft. being three times publicly called makes Default of appearance in
Court. It is therefore Considered by the Court that the plt. recover against
the Deft. forty four pounds Eight Shillings and Six pence lawful money Damages
& Cost of Court taxed at two pounds five Shillings & six pence -

Scott
Trizell } Moses Scott of Bernardston in the County of Hampshire yeoman plt.
vs Samuel Trizell of s^d Bernardston yeoman deft in a plea of the Case
wherein the plt. demands Six pounds 13/4. which the Deft. on the 14th day
of January 1760 by his note promised the plt. to pay him or order on Demand
with Interest & also three pounds 14/3 which the Deft. on the same day by
his other note promised the plt. on Demand with Interest & as is at large
set forth in the Writ - The plt. appears - The Deft. being three times publicly
called to come into Court makes Default of appearance - It is therefore
Considered by the Court that the plt. do recover against the Deft. fifteen pounds
Six Shillings and three pence lawful money Damages and Cost of Court
taxed at two pounds nine Shillings & seven pence. Ex^{te} is 15th Nov. 1762 -

Barthlit
Nash } Nathaniel Barthlit of South Hadley in the County of Hampshire Sadler
plt. vs Timothy Nash of Shutesbury in the same County yeoman deft. in
a plea of the Case wherein the plt. demands five pounds 8/6 which the
def^t owed him for sundry articles of book amount on the last day of July
last as & by Writ appears at large - The plt. appears - The def^t being
three times publicly called makes Default of appearance in Court.
It is therefore Considered by the Court that the plt. do recover ag^t the def^t
five pounds eight Shillings & six pence lawful money Damages and Cost of
Court taxed at one pound seventeen Shillings & four pence - Ex^{te} is 18th Mar. 1763.

Cutler
Woodbridge } Jonas Cutler late of Lincoln in the County of Middlesex yeoman plt. vs
John Woodbridge Jun^r of South Hadley in the County of Hampshire Gent^l
Deft. in a plea of the Case wherein the plt. demands 30s which the Deft. on
the 10th day of Nov. 1761 by his note promised the plt. to pay him or order
on Demand with use - also other 30s which y^e deft. on the same Day by his
other note promised the plt. on demand with use as is fully set forth in
the Writ on file - The plt. appears - The Deft. being three times pub-
licly called makes default of appearance in Court - It is therefore
Considered by the Court that the s^d Jonas do recover against the s^d John
two pounds sixteen Shillings & seven pence lawful money Damages &
Cost of Court taxed at two pounds 14/7 - Ex^{te} is 16th Nov. 1762 -

Jones
Hunt } Daniel Jones of Hadley in the County of Hampshire Gent^l plt. vs Ephraim
Hunt of Greenwich in the same County Gent^l deft. in a plea of the Case wherein
the plt. demands 44/8 which the Deft. on the fourteenth day of April 1762 by
his note promised the plt. to pay him or order in one month from that day
& as the Writ appears -

The

The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Two pounds four Shillings, Eight pence lawful money Damages & Cost of Court taxed at one pound 17/7

Ex^{is} 22th Sept. 1762

Jonathan Warner of Hadley in the County of Hampshire yeoman plt. vs Isaac Selden of ^{Hadley} yeoman deft. in a plea of the Case wherein y^e plt. demands five pounds 1/4th which the Deft. on the last day of Dec^r 1759 owed the plt. to balance book accounts &c. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. five pounds one Shilling & four pence half penny lawful money Damages & Cost of Court taxed at one pound 17/7.

Ex^{is} 27th Sept. 1762.

Moses Graves of Hatfield in the County of Hampshire Gent^r plt. vs Tim^s Nash of Nutesbury in the same County yeoman deft. in a plea of the Case wherein the plt. demands twenty three pounds 12th which the Deft. on the 23rd of Nov^r 1759 by his note promised the plt. to pay him by the first of June 1760 with interest till paid. Also demanding twenty four pounds 14/7 which y^e Deft. on the last of March last owed the plt. to balance book accounts &c. as y^e Writ is set forth. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover ag^t the Deft. fifty two pounds 18/6 lawful money Damages & Cost of Court taxed at two pounds one Shilling & three pence. Ex^{is} 26th July 1763.

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs Ezra Clap of Westfield afores^d Gent^r deft. in a plea of the Case for that the s^d Ezra at said Westfield on the last day of July last being justly indebted to the s^d Bildad in the sum of seventy four pounds 4/8th lawful money to balance accounts for divers merchandizes specified in y^e account annexed to y^e Writ there before that time sold and delivered to the deft. by the plt. at y^e Deft^r's request he the deft. in consideration thereof assumed on himself and to the plt. faithfully promised that he would pay the plt. the same sum on demand yet the Deft. tho' often requested hath never paid the same but unjustly neglects to do it to the Damage of the s^d Bildad eighty pounds. The parties by their respective attornies appear here in Court. and here in Court agree to refer this Case. The plt. chooses Abel Cadwell gent. the Deft. chooses Sam^l Noble yeoman and the Court appoint John Shepard gent. all of s^d Westfield who are to hear the parties consider the Case and make report to this Court at the next Term thereof Whose Determination or any two of them is to be final and the Case is continued in the mean time.

Thomas Noble of Westfield in the County of Hampshire yeoman plt. vs Datis Insign of s^d Westfield yeoman deft. in a plea of the Case wherein the plt. demands seven pounds lawful money which the deft. on the 10th day of June 1761 by his note promised the plt. within one year with the Interest &c. as y^e Writ appears. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. seven pounds ten Shillings and six pence lawful money Damages & Cost of Court taxed at one pound twelve Shillings & seven pence.

Ex^{is} 8th Oct^r 1762.

Fowler
vs
Hale

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Moses Hale of a place called Westfield River Branches in sd County yeoman def. in a plea of $\frac{1}{2}$ Case wherein the plt. demands three pounds 13/2 which the def. by his note on the second of July last promised the plt. on demand with Interest &c as $\frac{1}{2}$ the Writ appears. The plt. appears. The def. being three times publicly called to come into Court makes Default of appearance. It is therefore Considered by the Court that the plt. recover ag^t the Def. three pounds thirteen Shillings & eleven pence lawful money Damages & Cost of Court taxed at one pound fifteen Shillings & five pence. Ex^{is} 5th Oct^r 1762.

Bates
vs
Trink

John Bates of Granville in the County of Hampshire yeoman plt. vs Joseph Trink of said Granville yeoman def. in a plea of the Case wherein the plt. demands three pounds lawful money which the def. on the 22^d of Oct^r 1761 by his note promised $\frac{1}{2}$ plt. to pay him by the last of April then next with Interest from this time. as $\frac{1}{2}$ $\frac{1}{2}$ Writ more fully appears. The plt. appears. The Def. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. three pounds one Shilling & Six pence lawful money Damages & Cost of Court taxed at one pound seventeen Shillings & seven pence. Ex^{is} 9th Feb^r 1762.

Fowler
vs
Sacket

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs Seth Sacket of Westfield aforesaid yeoman Def. in a plea of the Case wherein the plt. demands five pounds 18/3 which the Def. on the 5th of Sept^r 1761 by his note promised the plt. to pay him or order on Demand with Interest &c as is fully set forth in the Writ. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. six pounds five Shillings and four pence lawful money Damages and Cost of Court taxed at one pound twelve Shillings and nine pence. Ex^{is} 5th Oct^r 1762.

Same
vs
Lapin

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Matthew Lapin of s^d Westfield yeoman Def. in a plea of the Case wherein the plt. demands six pounds 6/ which the def. on the last day of July last owed the plt. for sundry Merchandises which the def. before that time had &c as $\frac{1}{2}$ the Writ appears. The plt. appears. The def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Def. six pounds six Shillings lawful money Damages & Cost of Court taxed at one pound thirteen Shillings & five pence. Ex^{is} 5th Oct^r 1762.

Mesenger
vs
Wright

Elijah Mesenger of Westfield in the County of Hampshire yeoman plt. vs Gershom Wright of s^d Westfield Blacksmith Def. in a plea of the Case demands a certain Gun barrel of the Value of four pounds whereof he was possessed on the last day of December 1759 and which he casually lost. which Gun barrel by finding afterwards came into the Possession of the Def. and he converted it of same to his own proper Use &c. The parties by their respective attorneys appear. And the Def. by John Worthington Esq^r his Att^r here in Court agrees to take Judgment against himself for such a sum in Damages as Col^d Pomroy shall estimate s^d Gun Barrel to be worth and Costs and that Judgment shall be entered up by the Clerk of this Court as soon as he shall receive such Certificate accordingly. It is therefore Considered by the Court that the plt. do recover against the Def. Two pounds Eight Shillings lawful Money Damages and Cost of Court taxed at Two pounds Seven Shillings and Eleven pence and he may have his Execution thereof. Ex^{is} 26th July 1762.

16.

Heaven } Solomon Stephens of Westfield in the County of Hampshire yeoman plt. vs
Loomis } James Loomis of Blanford in the same County Yeoman Deft in a plea of the
 Case wherein the plt. sues for thirteen pounds 9/6 which y^e Deft on the 2^d of Jan^y
 1760 by his note promised y^e plt. on demand with Interest &c as is fully shown in
 the Writ - The plt. appears - The Deft. being three times publicly called makes
 Default of Appearance in Court - It is therefore Considered by the Court that y^e
 plt. do recover ag^t the deft. Two pounds four Shillings lawful money Damages
 & Cost of Court taxed at one pound 16/7 - Exⁿ is^d 12th Nov^r 1762 -

Gardner } Sylvester Gardiner of Boston in the County of Suffolk Esq. & William Jepson of
et al - } Hartford in the County of Hartford in the Colony of Connecticut Apothecary
Tremain } Plt^s - vs John Tremain late of Westfield in the County of Hampshire Jeom:
 Deft in a plea of the Case wherein they demand three pounds 11/ which y^e
 deft on the 10th day of Oct^r 1761 by his note promised one Samuel Smith to
 pay him or order on demand Who afterwards ordered the payment thereof
 to be made to the plt^s as is fully declared in the Writ - The plt^s by their
 Att^r appear - The deft. being three times publicly called Makes Default of
 appearance in Court - It is therefore Considered by the Court that the plt^s
 do recover against the Deft. three pounds fourteen Shillings and ten pence
 lawful money Dam^s & Cost of Court taxed at three pounds & eleven pence -

Graves } Moses Graves of Hatfield in the County of Hampshire Gent. plt. vs Joseph
vs } Glary late of Amherst now of Montague in y^e County afores^d yeoman Deft.
Glary } in a plea of the Case wherein the plt. demands three pounds 4/1 which y^e deft.
 on the 3^d of August 1761 by his note promised the plt. to pay him by the first
 of Oct^r then next with Interest &c as p^r y^e Writ appears - The plt. appears -
 The deft. being three times publicly called makes default of appearance in Court.
 It is therefore Considered by the Court that the plt. recover ag^t the deft
 three pounds eight Shillings & one penny lawful money Damages & Cost of
 Court taxed at forty one Shillings and nine pence - Exⁿ is^d 15th Nov^r 1762.

Field } John Field of Amherst in the County of Hampshire Gent^r plt. vs Isaac Ward
vs } of S^d Amherst Gent^r Deft. in a plea of the Case wherein the plt. demands
Ward } fourteen pounds 15/2 which the deft. on the 24th of August 1761 promised the
 plt. on demand with Interest - Also four pounds 16/8 which the deft. by his
 other note on the sixeth of March last promised y^e plt. on demand with the
 Interest &c as p^r the Writ fully appears - The plt. appears - The Deft being
 three times publicly called makes default of appearance in Court -
 It is therefore Considered by the Court that the plt. recover ag^t the Deft. twenty
 pounds twelve Shillings & ten pence lawful money Damages & Cost of Court
 taxed at one pound seventeen Shillings & three pence - Exⁿ is^d 30th Oct^r 1762 -

Allin } David Allin of Roxbury Canada so called in the County of Hampshire yeoman plt
vs } Samuel Marble of the same place Inn holder Deft. in a plea of the Case wherein
Marble } the plt. demands fifty three pounds 6/8 which the Deft. by his note on the 19th of
 February last promised the plt. to pay him or his order by the last of May then
 next with the Interest &c as by the Writ fully appears - The plt. appears - The
 deft. being three times publicly called to come into Court doth not appear
 but makes Default. It is therefore Considered by the Court that the plt.
 do recover against the Deft. Fifty three pounds nine Shillings & Six pence half
 penny lawful money Damages and Cost of Court taxed at Two pounds
 thirteen Shillings & three pence - Exⁿ is^d 30th Oct^r 1762 -

Daniel Fisk of Shutesbury in the County of Hampshire Yeoman plt. vs Isaac Ward of Amherst in the same County Gent. Def. in a plea of the Case wherein the plt demands eight pounds 10s. which the Def. on the first of March 1762 by his note promised the plt. to pay him or his order on Demand with use & as the Writ appears - The plt. appears - The Def. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. do recover against the Def. eight pounds thirteen Shillings and ten pence half penny lawful money Damages & Costs of Court taxed at two pounds & three pence - Ex^h is 25th Sept: 1762 -

Daniel Fish, next above nam'd, plt. vs Joshua Hide of Templetown in 4th [Suome] County of Worcester Gent. Deft. in a plea of the Case wherein the plt. demands ag^t Hide
five pounds 13/4 which the Deft. on the 18th of November 1760 by his note
promised one John Stowel to pay him or ~~a~~ his order in a year with the
Interest from the Date Who afterwards ordered the Deft. to pay 4th contents
of s^d Note to the plt. which he has not done - The plt. appears - The Deft.
Being three times publicly called to come into Court makes default
of Appearance - It is therefore Considered by the Court that the plt. recover
against the Deft. Seven pounds nine Shillings & four pence lawful money Dam^s!
Cost of Court taxed at forty two Shill² & five pence - Exⁿ is^d 25th Sept: 1762.

Joseph Chauncy of Amherst in the County of Hampshire Esq^r plt vs Aaron Leonard of Hadley in s^d County yeoman def^t. in a plea of the Case wherein the plt. demands five pounds 12^s 6^d which the Def^t. on the Seventh of May 1762 by Leonard's note promised the plt. to pay him on demand & the Interest &c as p^y d^y Writ &c The plt. appears. The def^t. being three times called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against y^e def^t. five pounds fourteen Shilling, Eight pence half penny lawfull money Dam^s & Cost of Court taxed at thirty seven Shilling & five pence - Exⁿ is^d. 27th Sept. 1762 -

Josiah Chauncy of Amherst in the County of Hampshire vs p^{lt} or Jon^d Pearce
of New Salem in the same County yeoman Def^t in a plea of the Case wherein the } Same
p^{lt}. demands two pounds 2/5. which the Def^t. on the Eleventh of May 1762 by his note } Pearce
promised the p^{lt}. to pay him on demand with use &c. as p^r the Writ appears -
The p^{lt}. appears - The Def^t. being three times publicly called makes default of ap-
pearance in Court - It is therefore Considered by the Court that the p^{lt}. recover ag^t
the Def^t. Two pounds three shillings and two pence lawful money Damages & Cost of
Court taxed at thirty nine shill^s and a penny - Ex^{ce} i^d. 27th Sept: 1762 -

Josiah Chauncy of Amherst in the County of Hampshire Esq. p^lt. vs Sam^l^l Douglass
 of New Salem in the County afores^d yeoman def^t. in a plea of the Case wherein the
 p^lt. demands Seven pounds 2^d of which the Def^t. on the first of July 1761 by his note pro-
 mised the p^lt. to pay him on Demand with Interest &c as p^o the Writ appears -
 The p^lt. appears - The Def^t. being three times publicly called makes Default of
 Appearance in Court - It is therefore Considered by the Court that the p^lt. do
 recover against the Def^t. Seven pounds two Shillings and Seven pence one penny
 lawful money Damages Cost of Court taxed at 30^s/5 - Ex^{ce} n^o is. 27th Sept. 1762

Isiah Chauncy of Amherst in y^e County of Hampshire Dep^t. in Tim. Chase of Same
Greenwich in the same County German Dep^t. in a plea of the Case wherein the
Dep^t. demands three pounds 6/8 which the Def^t. on the 20th Day of August 1765 by his
note promised the Dep^t. to pay him on Demand with use & at y^e Writ appears. The

17-
Chauncy
vs
Case
The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover agt. the deft. three pounds ten Shillings and nine pence three farthings lawful money Damages & Cost of Court taxed at thirty eight Shillings & nine pence Ex^{is}. 27th Sept. 1762 -

Same
agt
Blanchard
Josiah Chauncy of Amherst in the County of Hampshire Esq. plt. vs Nathaniel Blanchard of Shutesbury in the same County yeoman deft. in a plea of the Case wherein the plt. demands five pound of 9th 1/4 which y^e deft. on the 19th of April last by his note promised the plt. on Demand with use &c. as y^e Writ is fully set forth. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover agt. the Deft. five pounds three Shillings lawful money Damages and Cost of Court taxed at one pound eighteen Shillings and five pence. Ex^{is}. 27th Sept. 1762 -

Smith
vs
Goddard
Peter Smith of Amherst in the County of Hampshire yeoman plt. vs Wm. Goddard of Athol in the County of Worcester Gent^l deft. in a plea of the Case wherein the plt. demands One hundred eighty six pounds 13/4 which the deft. on the 14th of April 1761 by his note promised the plt. to pay him by the tenth day of June then next with the Interest from 2^d tenth of June till paid &c. as is fully set forth in the Writ. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. one hundred and forty four pounds four Shillings and nine pence lawful money Damages & Cost of Court taxed at two pounds two Shillings & nine pence. Ex^{is}. 18th Sept. 1762 -

Field
vs
Rolfe
John Field of Amherst in the County of Hampshire Gent^l plt. vs Jonathan Rolfe of Westborough in the County of Worcester gent^l deft. in a plea of the Case wherein the plt. demands fifteen pounds 15/- which the Deft. on the 7th day of December 1761 by his note promised the plt. to pay him by the first of April then next & the Interest from the time of payment &c. as is fully declared on file. The plt. appears. The Deft. being three times publicly called for some into Court makes Default of appearance. It is therefore Considered by the Court that the plt. recover against the deft. ten pounds fifteen Shillings & ten pence half penny lawful money Damages & Cost of Court taxed at two pounds four Shillings & a penny. Ex^{is}. 2^d Oct. 1762 -

Cary
vs
Whipple
Arter Cary of New Salem in the County of Hampshire yeoman plt. James Whipple of Hardwick in the County of Worcester yeoman deft. in a plea of the Case demanding two pounds 1/4 which the deft. on the 17th day of July 1758 by his note promised the plt. to pay him on the sixth of August then next with Interest till paid &c. as y^e Writ appears. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover agt. the Deft. two pounds 11/11th lawful money Dam^s & Cost of Court taxed at two pounds 1/7. Ex^{is}. 1st Nov. 1762 -

Pomeroy
Adm^r
vs
Owen
Ebenezer Pomeroy Gent^l & Esther Pomeroy widow both of Northampton in y^e County of Hampshire Administrators on the Estate of Eliza Pomeroy late of said Northampton gent^l dec^d. intestate plt^s vs Samuel Owen Jun^r late of New Salem in the same County yeoman (Executor of his own wrong by converting & disposing to his own use the Goods & Chattels of Joseph Owen late of s^d. New Salem yeoman dec^d. intestate) deft. In a plea of the Case wherein the plt^s complain that the s^d. Joseph at s^d. Northampton on the Seventh of Dec^r. 1757. being then alive owed the

the s^d Elisha (then living) five pounds $3\frac{1}{4}$ for sundry articles of account and then
and then promised him the same on Demand but tho' often requested never paid
the same but afterwards died intestate while the s^d Elisha was alive leaving his
own proper goods and Chattels in s^d County to the Value of ten pounds upon
which no administration was ever taken out as is by Law required and that
the said Samuel since s^d Joseph's Decease has of his own wrong possessed him-
self of and converted to his own use the Goods & Chattels of s^d Joseph deceased to y^e
Value of more than six pounds whereby action accrued to the said Elisha while
he lived and to the s^d Administrators since his death to demand and have of
the s^d Samuel s^d five pounds $3\frac{1}{4}$ yet tho' often requested he has never paid
the same - The p^lt^s appear - The Def^t being three times publicly called
makes Default of appearance in Court - It is therefore Considered by the
Court that the s^d Ebenezer and Esther in said Capacity do recover against
the said Samuel five pounds three Shillings and four pence half penny
lawful money Damages and Cost of Court taxed at one pound seventeen
Shillings and Seven pence like money Ex^{is} 27th Sept. 1762 -

Ebenezer Pomroy Gent. & Esther Pomroy Widows both of Northampton in s^d County
of Hampshire Administrators on the Estate of Elisha Pomroy late of s^d North-
ampton Gent. Dec^d p^lt^s vs Simeon Bacon of Ware in the same County Dy^sjurian
Def^t in a plea of the Case wherein s^d Adm^rs demand four pounds $4\frac{1}{8}$ which
the Def^t on the last day of Dec^r last owed the s^d Elisha then alive for sundry
articles of account & as the Writ is fully set forth - The p^lt^s appear - The
Def^t being three times publicly called makes Default of appearance in Court -
It is therefore Considered by the Court the s^d Ebenezer & Esther in s^d Capacity do
recover against the s^d Simeon four pounds four Shill^{ings} & eight pence lawful
money Dam^{ages} & Cost of Court taxed at one pound 17/1. Ex^{is} 20th Sept. 1762.

James Powers late of Greenwich in the County of Hampshire now resident at
a place called Waterqueechie in the province of New Hampshire yeoman p^lt^s
vs John Town of s^d Greenwich yeoman Def^t in a plea of the Case wherein
the p^lt^s demand twenty pounds of which the Def^t on the 26th of March 1761
by his note promised the p^lt^s to pay him by the 15th of Dec^r then next with
the Interest & as the Writ appears - The p^lt^s appear - The Def^t being
three times publicly called makes Default of appearance in Court - It is
therefore Considered by the Court that the p^lt^s do recover against the Def^t
the Sum of £ lawful money Damages & Cost of Court taxed at
Two pounds seven Shillings and five pence -

John Ganson of New Salem in the County of Hampshire yeoman p^lt^s vs
David Ayers of Roxbury Canada so called in the same County yeoman
Def^t in a plea of the Case for recovery of eight pounds which the Def^t on the
15th day of January last by his note for value rec^d promised to the p^lt^s
or his Order on demand with Interest & as the Writ appears The p^lt^s
appear - The Def^t being three times publicly called made default of
appearance in Court - It is therefore Considered by the Court that the p^lt^s
do recover against the Def^t eight pounds six Shillings and one farthing
lawful money Damages and Cost of Court taxed at Two pounds five
Shillings and nine pence like money - Ex^{is} 27th Sept. 1762 -

Dickinson
Matthews
17
Azariah Dickinson of Amherst in the County of Hampshire yeoman plt. vs Benjamin Matthews of Westfield in the County aforesaid yeoman deft. in a plea of the Case wherein the plt. demands sixteen pounds 8/6 which the deft. on the 22^d of April 1760 by his note promised the plt. to pay him by the first of May 1761 & Interest afterwards till paid &c as p^d the Writ more fully appears. The plt. appears. The Deft. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. seven pounds fourteen Shillings & eight pence three farthings lawful money Damages and Cost of Court taxed at one pound fifteen Shillings & three pence. Ex^{is} 20th Sept. 1762.

Dickinson
ag^t
the same
17
Yechemiah Dickinson of Amherst in the County of Hampshire yeoman plt. vs Benj^a Matthews of Westfield in the County of Hampshire yeoman deft. in a plea of the Case wherein the plt. demands sixteen pounds 8/6 which y^e deft. on the 22^d of April 1760 by his note promised the plt. to pay him by the first of May 1761 with Interest afterwards &c as p^d y^e Writ &c. The plt. appears. The deft. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover ag^t the deft. nine pounds five Shillings and seven pence lawful money Damages & Cost of Court taxed at one pound 15/3. Ex^{is} 20th Sept. 1762.

Hastings
17
Baxter
Thomas Hastings of Amherst in the County of Hampshire yeoman plt. vs William Baxter of Greenwich in the same County yeoman deft. in a plea of the Case wherein the plt. demands twelve pounds 14/10 which the Deft. on the 15th of April 1762 by his note promised y^e plt. by y^e 15th of June then next & the Interest thereof &c as p^d the Writ appears. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the deft. twelve pounds nineteen Shillings & six pence half penny lawful money Dam^g & Cost of Court taxed at one pound eighteen Shillings & seven pence.

Lawson
17
Brown
David Lawson Jun^r of Peterham in the County of Worcester yeoman plt. vs Nathaniel Brown of New Salem in the County of Hampshire yeoman deft. in a plea of the Case for recovery of twenty six pounds 13/8 which the deft. on the 11th of May 1761 by his note promised the plt. to pay him or his order by y^e first of July next following the End of twelve months from y^e Date of s^d note and the Interest &c as p^d the Writ more fully appears. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover ag^t y^e Deft. nineteen pounds eleven Shillings & ten pence lawful money Dam^g & Cost of Court taxed at forty five Shillings & five pence.

Belding
17
Stearns
Azariah Belding of Amherst in the County of Hampshire yeoman plt. vs In^o Stearns of Belchertown in the same County yeoman deft. in a plea of the Case demanding four pounds 7/10 which the Deft. on the first of Nov. 1760 by his note promised the plt. to pay him or order by the 20th of Oct^r then next with use also of which y^e deft. on the 24th of Nov. 1761 by his note promised the plt. on Demand with use &c as p^d y^e Writ appears. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover ag^t the Deft. five pounds fourteen Shillings and ten pence half penny lawful money Dam^g and Cost of Court taxed at one pound 16/1. Ex^{is} 20th Sept. 1762.

Samuel Southwick of New Salem in the County of Hampshire yeoman plt. vs Aaron Orgood of Hutesbury in the same County Jun. Yeoman deft. in a plea of the Case where-
in the plt. demands nine pounds 12/8 which the deft. on the 14th of July 1761 by his note promised one Levi Houghton to pay him or his order within three months from that date who afterwards ordered the payment of the Contents of ^{Southwick} note to be made to the plt. & as by the Writ is fully set forth - The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the plt. recover against the deft. ten pounds five shillings and eight pence half penny lawful money Damages and Cost of Court as & bill allowed at two pounds three shillings eleven pence -

Thomas Robinson of Hardwick in the County of Worcester yeoman plt. vs Tim^o Chap^s of Greenwich in the County of Hampshire yeoman deft. in a plea of the Case wherein the plt. demands five pounds 12s. which the deft. on the 16th of November 1761 by his note promised the plt. within two months with the Interest & as by the Writ appears - The plt. appears - The deft. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover against the deft. five pounds two shillings and eleven pence lawful money Dam^s & Cost of Court taxed at two pounds one shilling & a penny -

Noah Emmons of Brattleborough in the Province of New Hampshire yeoman plt. vs Abner Town of Greenwich in the County of Hampshire yeoman deft. in a plea of the Case wherein the plt. demands eight pounds 2/9 which the deft. on the 30th day of June last by his note for value rec^d. promised the plt. on Demand with up^d as by the Writ appears - The plt. appears. The deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the plt. recover ag^t the deft. eight pounds four shillings & five pence half penny lawful money Dam^s and Cost of Court taxed at two pounds seven shillings & a penny

Solomon Boltwood of Amherst in the County of Hampshire yeoman plt. vs Tho^s Weeks of Petersham in the County of Worcester yeoman deft. in a plea of the Case wherein the plt. demands four pounds 8/10. which the deft. on the 5th of Nov^r last by his note promised the plt. to pay him or his order by the first of April then next with the Interest & as by the Writ appears - The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the plt. recover against the deft. four pounds thirteen shillings and three pence half penny lawful money Damages & Cost of Court taxed at two pounds and three pence -

Ebenezer Pomroy Gent^l and Esther Pomroy Widow both of Northampton in y^e County of Hampshire Administrators on the Estate of Elisha Pomroy late of s^d Northampton Gent^l dec^d. intestate plt^s vs Nathaniel Blanchard of Hutesbury in the same County yeoman deft. in a plea of the Case wherein the plt^s sue for two pounds 8/12 which the deft. on the 3^d of March 1761 by his note promised the Elisha then alive to pay to him or his order on demand with the Interest & as by the Writ more fully appears - The plt^s appear - The deft. being three times publicly called to come into Court makes default of appearance - It is therefore considered by the Court that the said Administrators recover ag^t the deft. Two pounds twelve shillings and seven pence one farthing lawful money Damages & Cost of Court taxed at one pound eighteen shillings & five pence -

19-
 Su. vis
 Ma³ sh
 Noadiah Lewis of Amherst in the County of Hampshire yeoman plt vs Tim^e
 Nash of Shutesbury in the same County yeoman def^t in a plea of the Case
 wherein the plt. complains that the def^t. has not performed his promise to plt of
 paying him 45/7 which the def^t on a reckoning made by the plt & def^t on the
 seventh of March 1761 of & concerning sundry articles of amount was then
 found in arrear to the plt & as p^r the writ more fully appears. The plt.
 appears - The def^t. being three times publicly called to come into Court
 makes Default of appearance - It is therefore considered by the Court that
 the plt. do recover against the Def^t. Two pounds five Shillings and seven
 pence lawful money Damages and Cost of Court taxed at one pound
 Eighteen Shillings and five pence Ex^r is 20th Sept. 1762 -

Dick
 the Court
 made
 John Stewart of Colrain so called in the County of Hampshire yeoman plt. vs
 Benoni Larnard of Sunderland in the same County yeoman def^t. in a plea of
 the Case wherein the plt. sues for 51/ which y^e def^t. on the 5th of January 1762
 by his note promised the plt. on demand & as p^r the Writ appears. The plt.
 appears - The def^t. being three times publicly called makes Default of appear-
 ance in Court - It is therefore considered by the Court that the plt. recover ag^t
 the Def^t. Two pounds Eleven Shillings lawful money Damages & Cost of Court
 taxed at two pounds three Shillings & nine pence - Ex^r is 13th Nov. 1762 -

Harper
 in
 Wainson
 Ebenezer Pomroy Gent^l & Esther Pomroy Gentlewoman both of Northampton
 in the County of Hampshire Administrators on the Goods and Estate of Elisha
 Pomroy late of s^d Northampton gent. dec^d intestate plt^s vs John Johnson
 lately of Pelham in the same County Gent. def^t. in a plea of the Case for
 that the def^t. at said Northampton on the 28th of Sept. 1754 was indebted
 to the s^d Elisha then living in the Sum of Six pounds 8/0⁴ for sundry
 Goods & Merchandizes by him before that time sold & delivered to y^e s^d John at
 his special Instance & request & in Consideration thereof he then and then assumed
 on himself and to the s^d Elisha promised the he would pay the said Elisha & same
 on Demand yet the def^t. never paid it to the s^d Elisha while he lived Nor to y^e
 said Adm^s since his Death tho often requested but neglects it to their Damage
 as they say Ten pounds - The plt^s appear - And at their motion the Case
 is continued to the next Inferior Court & to be held at Northampton on the
 Second Tuesday of November next

La
 in
 Br
 and
 En
 band
 Samuel Steward of Palmer in the County of Hampshire yeoman & Henry
 Steward of Blanford in s^d County yeoman plt^s vs Samuel Hubbard of
 Cranville in the same County yeoman def^t in a plea of the Case wherein
 the plt^s demand one hundred & five pounds which the def^t on the 10th of June
 1760 by his Note promised the plt^s by the Tenth day of July last past with
 the lawful Interest &c - The plt^s appear - The def^t. being three times pub.
 lically called Makes Default of appearance in Court - It is therefore con-
 sidered by the Court that the plt^s do recover against the def^t. one hundred
 and nineteen pounds lawful money Damages and Cost of Court taxed
 at one pound Eighteen Shillings and five pence - Ex^r is 30th Sept. 1762

B^c
 4
 Bel Bliss
 don't
 in 6
 Lemima Bliss of Springfield in the County of Hampshire Gentlewoman
 Widow and Relict of Abel Bliss late of said Springfield Gent^l dec^d and
 administratrix on the Estate of said Abel plt. vs George Lamb of said
 Springfield yeoman def^t. in a plea of the Case for that s^d George at said

Said Springfield on the Seventh day of January last past by his note under his hand for value rec^d. promised said Abel, then living, to pay him one hundred and Twenty one pounds ten Shillings within one month yet said George tho' often requested never paid the same or any part thereof to the s^d Abel while he lived nor hath the said George ever paid the same to the said Adm^r. since the said Abel died tho' often requested but he neglects to do it wth Damage of said Adm^r as she saith £150. The plt. appears. The deft. tho' three times publicly called to come into Court makes default of appearance & It is therefore Considered by the Court that the said Jermina in her Capacity do recover against the s^d George Sixty one pounds ten Shillings lawful money Damages and Cost of Court taxed at one pound 11/3 — After all which the deft. by Daniel Jones Gent. his attorney comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next who recognises with Sureties as the Law directs for the appellants prosecuting the Appeal with Effort as by s^d Recognizance on file appeareth —

Samuel Graham of Sunderland in the County of Warmp^t. Cordwainer plt. vs Ephraim Wheeler the Second late of Greenwich in the County of Hampshire Cordwainer deft. in a plea of the Case demanding two pounds 2/9 the value of which Sum in Wides the Deft on the 26th of Jan^y 1761 by his note promised the plt to deliver to him at Northfield by the 18th of April then next & as p^r the Writ is more fully set forth. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt recover against the Deft. Two pounds two Shillings and nine pence lawful money Damages and Cost of Court taxed at Two pounds one Shilling & nine pence

Charles Phelps of Hadley in the County of Hampshire Esq. plt. vs John Scott & John Scott Jun^r. late of Montague in the same County yeomen deft^s in a plea of Debt wherein the plt. demands one hundred & six pounds 13/4 which y^e deft^s by their Joint & several bond on y^e 5th of July 1758 bound themselves wth y^e plt. to pay him on Demand & as p^r the Writ appears. The plt. appears. The Deft^s being three times publicly called make default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the deft^s forty seven pounds five Shillings and seven pence one farthing lawful money, being the Chambery of the s^d bond, Debt And Cost of Court taxed at one pound eighteen Shillings & seven pence —

John Morely of Westfield in the County of Hampshire Gent^l. P^lt. vs Samuel Warner late of Pittsfield in the County of Berkshire yeoman deft. in a plea of the Case wherein the plt. demands two pounds 14/5 which y^e deft. on the 28th day of January 1762 by his note promised the plt. to pay him or order on Demand with Use & as p^r the Writ appears. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Deft Two pounds Sixteen Shillings and four pence half penny lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and three Pence like money

Ex^{is} 30th Sept. 1762

20.
King-
Jacket
Edmond King of Westfield in the County of Hampshire yeoman plt. vs Jesse Jacket
of Pittsfield in the County of Berkshire yeoman def. in a plea of the Case
wherein the plt. demands two pounds 12s. which the def. on the 28th of August 1760.
by his note promised the plt. on Demand with Interest &c as p^r the Writ appears -
The plt. appears. The Def. being three times publicly called makes Default of appear-
ance in Court. It is therefore Considered by the Court that the plt. recover ag^t y^e
Def. three pounds six Shillings & five pence lawful money Damages & Cost of Court
taxed at one pound eighteen Shillings & three pence. Ex^{te} is. 30th Sept. 1762

Fowler
Seavey
Bilidas Fowler of Westfield in the County of Hampshire Trader plt. vs Sebadiah
Seavey of Hymingham (heretofore called Number one) in the County of Berkshire
yeoman Def. in a plea of the Case wherein the plt. demands twenty seven pounds
10s. which the Def. on the 12th of March last by his note promised the plt. to pay
him or order on demand with use also twenty five pounds 15s. which the def. on
the same 12th of March by his other note promised the plt. to pay him or order
on Demand with Use &c as p^r the Writ appears. The plt. appears. The Def. being
three times publicly called makes Default of appearance in Court. It is
therefore Considered by the Court that the plt. do recover against the Def. fifty
five pounds six Shillings & four pence lawful money Damages and Cost of Court
taxed at one pound fourteen Shillings and nine pence. Ex^{te} is. 5th Oct. 1762.

Strong
Joseph
Isel Strong of Westfield in the County of Hampshire yeoman plt. vs Philip
Joseph of a place commonly known and called by the name of Number four in the
County of Berkshire yeoman Def. in a plea of the Case wherein the plt. de-
mands 40s. which the def. on the 22^d day of October last by his note for value
rec^d promised the plt. by the first of November then next with Interest &c as p^r
the Writ appears. The plt. appears. The Def. being three times publicly
called makes default of appearance in Court. It is therefore Considered by y^e
Court that the plt. do recover ag^t the def. forty two Shill^{ings} & a penny half penny
lawful money Dam^{ages} & Cost of Court taxed at one pound 18s. Ex^{te} is. 21st 1762.

Fowler
Thomas
Bilidas Fowler of Westfield in the County of Hampshire Trader plt. vs Ezekiel
Thomas of Sandisfield (heretofore called number three) in the County of Berkshire
yeoman def. in a plea of the Case wherein the plt. demands seven pounds which
the Def. on the 17th of March 1762 by his note promised the plt. to pay him or
order by the first of May then next with the Interest therefrom also 36s. w^{ch}
the def. on the 1st 17th of March by his other note promised the plt. to pay him
or order on demand with Interest &c as p^r y^e Writ appears. The plt. appears -
The Def. being three times publicly called makes default of appearance in Court.
It is therefore Considered by the Court that the plt. recover against the Def. six
pounds nineteen Shillings and seven pence lawful money Damages and Cost
of Court taxed at one pound sixteen Shill^{ings} & seven pence. Ex^{te} is. 5th Oct. 1762.

3
Same
James
Bilidas Fowler of Westfield in the County of Hampshire Trader plt. vs James Coornis
of Blanford in the same County yeoman def. in a plea of the Case wherein the plt. de-
mands four pounds 7s. which the def. on the 1st of April last promised by his note
to pay the plt. by the first of June then next with y^e Interest &c as p^r y^e Writ appears.
The plt. appears. The Def. being three times publicly called makes Default of
appearance in Court. It is therefore Considered by the Court that the plt. re-
cover against the Def. four pounds nine Shillings & six pence three farthings
lawful money Damages & Cost of Court taxed at one pound 13s.
Ex^{te} is. 5th Oct. 1762

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs David Robbe
of a place commonly known and called by the name of Number one in y^e County
of Berkshire yeoman deft. in a plea of the case wherein the plt. demands Six
pounds 6^s which the deft. on the 12th of March 1761 by his note promised the
plt. to pay him or order by the last of June then next with the Interest from
said last of June till paid but has never done it - The plt. appears. The deft.
being three times publicly called makes default of appearance in Court -
It is therefore Considered by the Court that the plt. recover against y^e deft.
Six pounds Sixteen Shillings and nine pence lawful money Dam^s & Cost of
Court taxed at one pound fifteen Shill^s & Eleven pence - Ex^r is 15th Oct. 1762.

Jonathan Warner of Hadley in the County of Hampshire Shopkeeper plt. vs
Jacob Hinds late of Pelham in the same County Gent. deft. in a plea of y^e Case
demanding three pounds 1/3^d which y^e Deft. on the last day of March 1761
owed the plt. for sundry articles of merchandize was p^d y^e Writ appears -
The plt. appears. The deft. being three times publicly called makes default of
appearance in Court. It is therefore Considered by the Court that the plt. do
recover ag^t the Deft. Three pounds one Shilling & three pence half penny law^d
money Damages & Cost of Court taxed at one pound 17/9.

Jonathan Warner of Hadley in the County of Hampshire Shopkeeper plt. vs
Ephraim Hunt of Greenwich in the same County Gent. deft. in a plea of y^e
Case wherein the plt. demands one pound 13^{sh} which y^e deft. on the 12th
of February 1761 by his Note promised the plt. in three months from the
date with Interest also demanding eight pounds 9/3. which y^e deft. on
the sixth of July last by his other note promised the plt. on demand &
the Interest &c as p^d the Writ appears - The plt. appears. The deft. being
three times publicly called makes default of appearance in Court -
It is therefore Considered by the Court that the plt. do recover against
the Deft. ten pounds Six Shillings & three pence one farthing law^d money
Damages and Cost of Court taxed at 30/5.

Timothy Nash of Shutesbury in the County of Hampshire yeoman plt. vs W^m
Gaylord of South Hadley in the same County yeoman deft. in a plea of y^e Case
wherein the plt. demands forty two Shill^s & eight pence which y^e deft. on the
21st of November 1759 by his note promised the plt. to pay him by the first day
of April then next as p^d the Writ on file bearing Date the 13th of August 1761
fully appears - The plt. appears - The deft. being three times publicly
called makes default of appearance in Court - It is therefore Considered by
the Court that the plt. do recover against the Deft. the sum of £
lawful money Damages & Cost of Court taxed at £ like money

John Scott of Westmoreland in the province of New Hampshire in New England yeoman
otherwise called John Scott of Montague in the County of Hampshire plt. vs Daniel
Birge of Sunderland in the County of Hampshire Cordwainer deft. in a plea of Debt
wherein the plt. demands one hundred pounds which the deft. on the 11th day of
April 1761 by his bond in Court to be produced bound himself to y^e plt. to pay him
on Demand &c as p^d y^e Writ fully appears. The plt. appears. The deft. being
three times publicly called makes default of appearance in Court - It is
therefore Considered by the Court that the plt. do recover against the deft. twenty
eight pounds three Shillings and eight pence lawful money being y^e Charney
of y^e bond & Debt and Cost of Court taxed at Two pounds twelve Shillings and
nine pence like Money

21-
Kent Esq
19
Roe
Samuel Kent of Suffield in the County of Hampshire Junr. Esq. plt. vs Peter Roe
of Westfield in y^e same County yeoman deft. in a plea of the Case for that s^d Peter
at said Springfield on the 28th day of July Anno Dom. 1761 by his note for
value received promised said Samuel to pay him four pounds 15/9 in ten
days and the Interest thereof after said time of payment till paid yet said
Peter tho' often requested never paid the same or any part thereof but he
unjustly neglects it to the Damage of the said Samuel as he saith Seven
pounds. The plt. appears - The deft. being three times publicly called to come
into Court doth not come but makes default of appearance in Court -
It is therefore Considered by the Court that the plt. do recover against the
def. five pounds one Shilling and eleven pence lawful money Damages &
Cost of Court taxed at one pound thirteen Shillings and eleven pence -
After all which the said Peter by John Phelps gent. his att^r comes into
Court and appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next Whereupon with
Sureties as the Law directs for the appellants prosecuting his appeal
with Effect as by said Recognizance on file it appeareth -

Utley
19
Rowlee
William Utley of Suffield in the County of Hampshire yeoman plt. vs Tho^s
Rowlee of Westfield in the same County yeoman doth in a plea of the Case for
that the said Thomas at said Springfield on the 14th of March 1761 by his note
for Value rec^d. promised the said William to pay him seven pounds 11/6 lawful
money by the 16th day of y^e same month with Interest till paid yet s^d Tho^s
tho' often thereto requested hath never paid the same or any part of it but
neglects to do it to the Damage of the said William as he says nine pounds -
The plt. appears - The deft. tho' three times publicly called to come into Court
doth not come but makes default of appearance - It is therefore Considered
by the Court that the said William recover against the said Thomas three
pounds six Shillings and four pence lawful money Damages and Cost of
Court taxed at one pound thirteen Shillings and Eleven pence -
After all which the said Thomas by John Phelps gent. his attorney comes into
Court and appeals from the Judgment of this Court to the Superior Court
of Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next and he recognizes
for the Appellants prosecuting his appeal with Effect (with Sureties as y^e
Law directs) as by said Recognizance on file appears -

Henshaw
19
Matthews
Benjamin Henshaw of Middletown in the County of Hartford in the Colony of
Connecticut yeoman plt. vs Benjamin Matthews of Westfield in the County of
Hampshire yeoman deft. in a plea of the Case wherein the plt. demands
seventeen pounds which the deft. on the twenty eighth day of July 1761 by
his note promised the plt. by the twentieth day of January then next &
the Interest thereof &c - The plt. appears - The Deft. being three times
publicly called makes Default of appearance in Court -
It is therefore Considered by the Court that the plt. do recover against y^e
Def. Eighteen pounds and five pence lawful money Damages and Cost
of Court taxed at Two pounds two Shillings and nine pence -
Ex r^{is} 4th Oct. 1762.

David Page of Petersham in the County of Worcester yeoman plt. vs Timothy Chase of Greenwich in the County of Hampshire yeoman Deft. in a plea of the law wherein the plt. demands nine pounds 6^{sh} which the deft. on the 6th of March 1761 by his note promised the plt. on demand with use &c. as by the Writ appears. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover ag^t the deft. Ten pounds two Shillings and seven pence lawful money Damages & Cost of Court taxed at Two pounds four Shillings & Eleven pence. — Ex^{ca} 2^{is} July 30th 1763.

Samuel Smith of Suffield in the County of Hampshire yeoman plt. vs David Ingersoll of Great Barrington in the County of Berkshire Gent. Deft. in a plea of the Case for that s^r David at s^r Springfield on the 29th of Nov. 1757 by his certain writing reciting that Robert Walcott and others had purchased of the native Indians of Stockbridge a deed or Lease of six miles square or more of Land lying between Stockbridge Pond & such Number four & number one & thereby acknowledged the Receipt of twenty pounds lawful money of the s^r Samuel & Consideration thereof promised the s^r Samuel that he s^r David would procure & deliver to y^e said Samuel a good deed of quit-claim from the s^r Robert & others the purchasers of s^d Land to him y^e s^r Samuel of one right containing one Sixty third part of s^d Tract of Land by the 15th of May then next which y^e said David never did but neglected to the Damage of the s^r Samuel forty pounds. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that plt. recover against the Deft. forty pounds lawful money Damages and Cost of Court taxed at Two pounds & nine pence. — Ex^{ca} 2^{is} January 7th 1763.

Joseph Hubbard of Hadley in the County of Hampshire yeoman plt. vs Sam^l Chapin of South Hadley in the same County yeoman deft. in a plea of y^e Case wherein the plt. demands nine pounds 1^{sh} which y^e deft. on the 27th of April 1761 by his note promised s^r Joseph on demand with use &c. as by the writ appears. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that y^e plt. recover against the Deft. five pounds eighteen Shillings and two pence lawful money Damages & Cost of Court taxed at one pound 16^{sh} 3. — Ex^{ca} 2^{is} 13th Nov. 1762.

Moses Adams of Suffield in the County of Hampshire yeoman plt. vs Abel Stockwell of Springfield in the same County yeoman Deft. in a plea of the Case wherein the plt. demands twelve pounds which y^e deft. on the 20th of April last by his note promised the plt. by y^e first of June then next with Interest &c. as is fully shewn in the Writ. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover ag^t y^e deft. twelve pounds five Shillings & one penny hal^l penny lawful money Dam^{ages} & Cost of Court taxed at one pound 12^{sh} 11. — Ex^{ca} 2^{is} 30th Sept. 1762.

Nathaniel Chapin of Enfield in the County of Hampshire yeoman plt. vs Will^m Harwicks of Springfield in the same County yeoman deft. in a plea of y^e Case wherein the plt. demands five pounds which y^e deft. on the first of May 1761 by his note promised one Jedediah White to pay him or order on demand with use, which s^r Jedediah afterward on the 11th of June then next ordered the Contents of s^r note to be paid to one Enosh Kingsley or order Who afterward viz on y^e 30th day of said June ordered the payment of the same to be made to y^e plt. &c. as by what is more fully set forth. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. — It is —

It is therefore Considered by the Court that the ^d Nath^l Chapin recover against ^d said W^m Harrocks five pounds eight Shillings and six pence lawful money Dam^s Cost of Court taxed at one pound eleven Shill^s & seven pence - Ex^{te} is^d 27th Jan^y 1763.

Phillips^{vs} Spencer } William Phillips of Boston in the County of Suffolk & James Apthorp of ^d Boston Merchants pl^t vs Ezekiah Spencer of Somers in the County of Hampshire yeoman def^t in a plea wherein they Demand sixty pounds which y^e def^t on y^e 30th day of Oct^r in y^e 29th year of his late majesty's reign by his bond of y^e 4th date bound himself to the pl^t to pay them on demand &c As y^e Writ more fully appears - The pl^t appears - And the Def^t by Cornelius Jones gent^l his att^r comes into Court and Confesses the forfeiture of the s^d bond praying the Court would Channer the same - It is therefore Considered by the Court that y^e pl^t do recover against the def^t forty two pounds eleven Shillings and nine pence lawful money being the Channer of the s^d bond debt and Cost of Court taxed at two pounds nineteen Shillings & a penny

Walker^{vs} Old } Edward Walker of Boston in the County of Suffolk Shopkeeper pl^t vs Daniel Old of Westfield in the County of Hampshire yeoman def^t in a plea of the Cap^t for that the def^t at ^d Springfield on y^e 19th of Sept^r last by his note for value rec^d promised ^d Edward to pay him or his order twenty eight pounds on demand with Interest for the same till paid yet ^d Daniel tho' often requested has never paid y^e same but neglects it &c - The pl^t by John Worthington Esq^r his att^r appears - And the said Daniel Old by Cornelius Jones Gent^l his att^r comes into Court & defends and says that the bond declared on is not his act and Deed and thereof puts himself on the Country - And the pl^t saith that the Def^t plea afores^d and the matters in the same contained is insufficient in Law & that he is not by Law holden to answer thereto which he is ready to prove & thereof prays Judgment & Judgment for his Damages & Cost and the Def^t says his said plea is sufficient. Thereupon the Premises being seen and by the Justices now here fully understood it appears to the said Justices that the afores^d plea of the def^t is insufficient in Law &c It is therefore Considered that the ^d Pl^t do recover against the s^d Def^t twenty nine pounds twelve Shillings and eight pence lawful money Damages & Cost of Court taxed at three pounds & one penny - Ex^{te} is^d 7th Jan^y 1763.

Worthington^{vs} Hinds & Hinds } John Worthington of Springfield in the County of Hampshire Esq^r pl^t vs Jacob Hinds of Pelham in the same County Gent^l & Joseph Hinds of Greenwich in ^d County yeoman def^t in a plea that they render to him thirty three pounds which to him they owe and from him unjustly detain and wherein ^d John says that at ^d Springfield on the 29th of August last past they by their bond under their hands and Seals of that date in Court to be produced bound themselves by y^e Names of Jacob Hinds of Greenwich &c for in y^e Writ^l to the ^d John in the Sum of thirty three pounds to be paid him on demand yet ^d Jacob & Joseph tho' often requested have never paid the same or any part thereof but unjustly neglect it - to the Damage of the ^d John thirty three pounds - The pl^t appears - & he moves that this action may be continued to y^e next Term of this Court because he says Jacob Hinds one of the Def^t is out of y^e Govern^{ment} - & it is continued to y^e s^d next Term of y^e Court accordingly -

Morgan^{vs} Charles } Joseph Morgan of Brimfield in the County of Hampshire yeoman pl^t vs John Charles Dub^l of Brimfield aforesaid yeoman def^t in a plea of the Cap^t for -

For that said John at said Brimfield on the fifth day of August current and at
divers days and times between said fifth day of August and the Eleventh day
of the same August with force and arms broke and entered one Close of the } Morgan
said Joseph in said Brimfield containing two acres and an half of Land } Charles
adjoining to y^e Pond called Sherman's pond there and being so entered with
said force and arms did fell cut down and destroy one hundred of y^e pl^t
Trees then and there growing in said Close of the value of four pounds and
many other outrages against y^e pl^t then and then did all which is con-
trary to Law and against the peace of the king and to y^e Damage of the
said Joseph five pounds - The pl^t by John Worthington by his attorney
appears And the def^t by Joseph Hawley by his attorney comes & defends
he and says that he is not guilty in manner and form as the pl^t
against him in his Declaration hath alledged & thereof puts himself on
the Country - And the pl^t likewise doth the same - In this case the
Evidence being produced the pleas and Allegations of the parties fully
heard and all things touching the Case fully displayed It is committed
to the Jury Mr. Moses Field foreman and fellows Who return their Verdict
on Oath that they find for the pl^t Eight Shillings Damages and Cost of Court
It is therefore Considered by the Court that the s^d Joseph recover against y^e
said John Eight Shillings lawful money Damages and Cost of this Suit
taxed at four pounds five Shillings & Six pence -

Isaac Rude of Salisbury in the County of Litchfield in the Colony of Connecticut
yeoman pl^t vs Samuel Ball of Springfield in the County of Hampshire } Rude
yeoman def^t in a plea wherein the pl^t demands two pounds 6th which the } Ball
Pl^t at a Court holden at Canaan in the s^d County of Litchfield on the first day
of February in the 31st year of his late majesty's reign by David Whitney Esq^r
of s^d Canaan recovered against the said Samuel which Judgment was
never satisfied nor reversed nor ever executed at the s^d Ex^{or} is s^d thereon & all which
is fully declared in the pl^t Writ on file - The pl^t appears - The Def^t being
three times publicly called makes default of appearance in Court -
It is therefore Considered by the Court that the said Isaac recover ag^t y^e s^d Sam^l
two pounds & four pence half penny lawful money Debt & Cost of Court
taxed at two pounds four Shilling & nine pence Ex^{or} in s^d 4th Octo 1762.

Benjamin Bancroft of Suffield in the County of Hampshire yeoman pl^t vs } Bancroft
Daniel Miller of Springfield in the same County Gent^l def^t in a plea of the } Miller
Case for that the said Daniel at said Springfield on the 27th of Aug^t last past
by his note of that Date for Value rec^d promised said Benj^t to pay him
six pounds lawful money on demand with Interest therefor till paid
yet tho' often requested he hath never paid the same but neglects it
to the pl^t Damage - The pl^t appears - And the Def^t by Cornelius Jones
gent^l in Att^r comes into Court and prays that the Action may be conti-
nued to the next Term of the Court & It is accordingly continued -

Ralph Isaac of Norwalk in the County of Fairfield in the Colony of Connecticut
yeoman Executor of the last Will and Testament of Isaac Isaac late of New Haven } Isaac's
in the County of New Haven in the s^d Colony of Connecticut yeoman s^d Pl^t vs } Ex^{or}
David Fowler of Westfield in the County of Hampshire yeoman def^t in a plea } Fowler
of the Case for that the said David at said Springfield on the fourth day of March
1762

Isaacs
Isaacs
or
Fowler

Adybs by his note of that date for value received promised the s^d Isaac the Testa-
tor who was then living to pay him one hundred pounds lawful money at or
before the first day of March then next with lawful Interest thereof till paid
yet said David tho' often requested by said Isaac Isaacs while he lived
never paid the same to said Isaac nor hath said David ever paid y^e same
to said Ralph the Executor since the death of s^d Isaac but he wholly neglects
to do it tho' often thereto requested to the Damage of the s^d Ralph in said
Capacity one hundred and Twenty pounds - The plt. by John Worthington
Esq^r his att^r appears - The deft. tho' three times publicly called to come into
Court doth not come but makes default to - It is therefore Considered by
the Court that the said Ralph in said Capacity recover against the s^d
David One hundred and nine pounds lawful money Damages and
Cost of Court taxed at three pounds and one penny like money -
After all which the said David by Cornelius Jones gent. his attorney
comes into Court and appeals from the Judgment of this Court to the
Superior Court of Judicature to be holden at Springfield within and for y^e
County of Hampshire on the fourth Tuesday of Sept^r next And he recognises
with Sureties as the Law directs for the said David prosecuting this
Appeal with Effect as y^e s^d Recognizance on file appears -

Mun
Spelman

Oliver Mun of Granville in the County of Hampshire yeoman plt. vs Daniel
Spelman of Granville afores^d yeoman deft. in a plea of the Case for that s^d Daniel
at said Springfield on the 21st day of June last by his note for value received
promised said Oliver to pay him or his order five pounds 15^s on demand with
lawful Interest for the same till paid yet s^d Daniel tho' often requested has not
paid the same but neglects it to y^e Damage of the s^d Oliver seven pounds -
The plt. appears by John Worthington Esq^r his Attorney - The deft. being three
times publicly called to come into Court doth not come but makes Default -
It is therefore Considered by the Court that the said Oliver recover against the s^d
Daniel five pounds sixteen Shillings and ten pence lawful money Damages
and Cost of Court taxed at one pound seventeen Shillings and seven pence -
After all which the said Daniel Spelman by John Phelps gent. his Att^r comes
into Court and appeals from the Judgment of this Court to the Superior Court
of Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next and he recognises with
Sureties as the Law directs for the Appellant prosecuting his appeal with
Effect as by said Recognizance on file appears -

Fowler
or
Whitcomb

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs Job -
Whitcomb of Granville in s^d County yeoman deft. in a plea of the Case wherein
the plt. demands thirteen pounds 11^s 2^d which y^e Deft. on the sixth of April last by his
note promised to y^e plt. or his order on demand with Interest to as y^e Writ appears -
The plt. appears - The deft. being three times publicly called makes Default of Ap-
pearance in Court - It is therefore Considered by the Court that the plt. recover ag^t
the Deft. thirteen pounds eighteen Shillings & three pence half penny lawful money
Dam^s & Cost of Court taxed at one pound 14^s 9^d - Ex^a is 4th Oct^r 1762 -

Hannard
or
Root

John Hannard Jun^r of Suffield in the County of Hampshire yeoman plt. vs Jacob Root
of Granville in the same County yeoman deft. in a plea of the Case wherein the plt. de-
mands sixteen pounds 10^s which the Deft. on the 30th day of April last by his note
promised the plt. with the Interest on Demand to as y^e Writ fully appears - The

The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. sixteen pounds sixteen Shillings and seven pence one farthing lawful money Damages & Cost of Court taxed at one pound 14/7

John Townley of Hartford in the County of Hartford in the Colony of Connecticut Merchant v James Ireland of Blanford in the County of Hampshire yeoman Def. in a plea of the Case for that s^d James at said Springfield on the last day of July last owed the plt. the Sum of fifty two pounds fourteen Shillings lawful money for sundry goods and merchandizes before that time there sold and delivered by the plt. to the said James at his special Instance and request and in consideration thereof he then and there viz at said Springfield on s^d last day of July promised the plt. to pay him said Sum on demand yet tho' often requested s^d James has never paid the same but unjustly neglects it to the Damage of the s^d John six pounds - The plt. by John Worthington Esq his Attorney appears. The Def. tho' three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. Fifty two pounds fourteen Shillings lawful money Damages & Cost of Court taxed at two pounds and nine pence - After all which the s^d James by John Phelps gent. his att^r comes into Court and appeals from y^e Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next. & he recognizes with Sureties as the Law directs for the appellants prosecuting his appeal with Effect as by s^d Recognizance on file appeareth -

Elisha Parks of Westfield in the County of Hampshire Gent. plt. v L^m Spencer of Sheffield in the County of Berkshire yeoman Def. in a plea that the deft render to the plt. two pounds 17/6. which he owes him & unjustly detains from him for that the plt. at a Court held by Eldad Taylor Esq at Westfield on the 18th of May 1761 by the Consideration of the said Eldad Taylor Esq he recovered the same sum for his Damages and Cost & the said Sum has never been levied nor y^e Judgment satisfied or reversed as p^r y^e Writ more fully appears - The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against y^e Def. Two pounds seventeen Shillings and six pence lawful money Debt and Cost of Court taxed at two pounds one Shilling & three pence. Ex^r is 1st Oct. 1762

Amos Foster of New Salem in the County of Hampshire Gent. and Abigail his Wife who was formerly Abigail King plt. v Jonathan King of Sutton in the County of Worcester yeoman Administrat^r on the Estate of Jonathan King late of s^d Sutton yeoman dec^d. Def. in a plea that the deft render to the plt. Sixty two pounds lawful money which they say the s^d Jonathan dec^d by his bond on the 20th day of June in the sixteenth year of the Reign of his late Majesty bound himself to the s^d Abigail she being then s^rne sole & Abigail King to pay her on Demand & as p^r the Writ at large appears - The plt. by their att^r appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against y^e Estate of the said Jonathan dec^d in the hands & under the Administration of the s^d Jon^s Adm^r as assess^d. Seven pounds thirteen Shillings & four pence lawful money being the Chancery of s^d bond duland on Debt & Cost of Court taxed at two pounds nine Shill & eleven Pence & they may have their Execution Ex^r is 7th Jan^y 1763

24
Hoskins
11
King
Micah Hoskins of Salisbury in the County of Litchfield in the Colony of Connecticut
yeoman plt vs George King of Great Barrington in the County of ~~Massachusetts~~ Berkshire
yeoman one of the Deputy Sheriffs in said County under Elijah Williams Esq
Sheriff thereof Deft. in a plea of the Case for that S^r Micah at S^r Springfield on
the last Tuesday of August last past recovered ag^t Daniel Munger of Great-
Barrington a forlⁿ yeoman six pounds 2 sh 4 damages and two pounds 13 sh for
Costs and afterwards viz on the tenth day of Sept^r then next following sued out
a Writ of Ex^{ce} for S^r Sum directed to y^e S^r Sheriff or his Deputies requiring
of y^e Goods & of y^e S^r Daniel within their precinct to satisfy the S^r Sum with
one Shilling and six pence more for S^r Ex^{ce} to y^e S^r Micah Which Ex^{ce} was
afterwards delivered to y^e S^r George who neglecting his duty & contriving to
defraud y^e S^r Micah never executed the same nor returned it as he was directed
so that y^e S^r Micah has lost y^e benefit of S^r Judgment to his Damage ten
pounds all which is more fully set forth in y^e Writ on file - The plt. appears -
The Def^t. being three times publicly called makes default of appearance in Court -
It is therefore Considered by the Court that the plt. recover against y^e Def^t ten
pounds lawful money Damages and Cost of Court taxed at two pounds
fourteen Shillings and seven pence - Ex^{ce} is - 4th Oct^r 1762

McMaster
11
Powers &
Hugh McMaster of Palmer in the County of Hampshire yeoman plt. vs
Joseph Powers Gent^l and William Shattuck yeoman both of Littleton in the
County of Middlesex Def^t in a plea of the Case wherein the plt. demands eight-
teen pounds of which they jointly & severally promised him or his order by their
note on the 19th of June last in one month with Interest & as y^e Writ appears.
The plt. appears - The def^t. being three times publicly called make default of
appearance in Court - It is therefore Considered by the Court that the plt. recover
ag^t the Def^t. eighteen pounds eight Shillings & two pence half penny lawful money
Dam^s & Cost of Court taxed at two pounds 12 sh - Ex^{ce} is - 30th Sept^r 1762 -

Hazard
11
White
Nathaniel Hazard of the City of New York in the Colony of New York for America
Menant plt. vs John White of Brookfield in the County of Worcester yeoman
def^t. in a plea that he render to the said Nathaniel one hundred & ten pounds of
which he y^e def^t. on the 4th day of March 1761 by his bond of that date bound him-
self to the S^r Nathaniel to pay him on demand & as y^e Writ at large appears.
The plt. by his att^r appears - The def^t. being three times publicly called makes
default of appearance in Court - It is therefore Considered by the Court that
the plt. recover against the Def^t. sixty one pound eight Shillings and nine
pence lawful money being the Chauncery of S^r bond Debt & Cost of Court taxed at
three pounds thirteen Shillings & three pence - Ex^{ce} is - 4th of Oct^r 1762

Patterson
11
Patterson
Samuel Patterson of Danford in the County of Hampshire yeoman plt. vs
Joseph Patterson of Palmer in the same County yeoman def^t. in a plea that S^r
Joseph render to the S^r Samuel his reasonable acc^t for the Time he was bailiff of
the S^r Samuel at S^r Palmer which he refuses to do & The plt. in this Case being three
times publicly called is non suit & the Def^t. likewise Defaulted - The Action is
therefore dismissed -

Forsey &
11
Noble
Thomas Forsey and Benjamin Forsey both of the City and County of Albany in the
Colony of New York Merchants plt vs Moses Noble of Westfield in the County of Hamp-
shire yeoman def^t. in a plea of the Case wherein the plt. demand forty one pounds 4 sh
which the def^t. on the 24th of Sept^r 1760 by his note promised the plt. to pay them within
two months with Interest till paid & as y^e Writ appears - The plt. by their
Att^r

The plt. by their Attorney appear. The Def. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover against the Def. thirty two pounds nineteen shillings and one penny half penny lawful money Damages & Cost of Court taxed at three pounds & six pence. Ex 2 is. 4th Oct. 1762.

Comfort Sage of Middletown in the County of Hartford in the Colony of Connecticut yeoman plt. vs Seth Remington of Springfield in the County of Hampshire yeoman Def. in a plea ^{Sage} that he renders to the plt. one hundred & sixty pounds which the Def. by his bond dated ^{Remington} the 25th of Nov. last bound himself to the plt. to pay him on Demand &c as by y^e Writ more fully appears. The plt. appears. The Def. being three times publicly called makes Default of appearance in Court. It is therefore considered by the Court that y^e plt. recover against the Def. eighty six pounds nine shillings and Two pence lawful money being the Chancery of the bond declared on debt and Cost of Court taxed at two pounds one shilling and a penny. Ex 2 is. 4th Oct. 1762.

John Rose of Granville in the County of Hampshire yeoman plt. vs Joseph Miller of Granville aforesaid yeoman Def. in a plea of the Case wherein the plt. demands ^{Rose} fifteen pounds 10^s which the Def. on the 10th of August 1761 by his note promised y^e ^{Miller} plt. to pay him or order in twelve months with Interest after three months till paid Also fifteen pounds which the Def. on the 27th day of February last by his other note promised the plt. by the first of August then next yet he has never performed either of his s^d promises. The plt. appears. The Def. being three times publicly called makes Default of appearance in Court. It is therefore considered by the Court that the plt. recover against the Def. thirty one pounds five shillings and four pence lawful money Damages and Cost of Court taxed at one pound seventeen shillings and seven pence.

John Rose of Granville in the County of Hampshire yeoman plt. vs David Foster of s^d Granville yeoman Def. in a plea of the Case wherein the plt. demands ^{Rose} six pounds which the Def. on the 29th of Oct. last by his note promised ^{Foster} the plt. by the first of June then next &c as by the Writ at Large appears. The plt. appears. The Def. being three times publicly called makes Default of appearance in Court. It is therefore considered by the Court that the plt. recover ag^t the Def. Six pounds lawful money Damages & Cost of Court taxed at one pound eighteen shillings and five pence. Ex 2 is. Oct. 27. 1762.

Simcon Hubbard of Brimfield in the County of Hampshire yeoman plt. vs Eli Cooley of Springfield in s^d County yeoman Def. in a plea of the Case wherein ^{Hubbard} the plt. demands ten pounds 14^s 4 which the Def. on the 10th of Feby last by his note ^{Cooley} promised the plt. by y^e fifth of May then next with Interest &c as appears more fully by the Writ. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover ag^t the Def. y^e Sum of £ lawful money Damages & Cost of Court taxed at one pound 16^s 5.

John Van Horn of Springfield in the County of Hampshire Physician plt. vs Jon^a Loomis of s^d Springfield yeoman Def. in a plea of the Case wherein y^e plt. ^{Van Horn} demands three pounds 16^s 3⁴ which y^e Def. by his note on the 18th of August ^{Loomis} last past by his note promised the plt. to pay him or order on demand with y^e Interest &c. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover against the Def. four pounds one shilling and two pence one farthing lawful money Damages and Cost of Court taxed at one pound eight shillings and eleven pence. Ex 2 is. 24th Nov. 1762.

Sherman
in
Brooks } Samuel Sherman of Ware in the County of Hampshire yeoman plt. vs Joseph Brooks of Ware aforesd. yeoman deft. in a plea of the Case wherein the plt. demands five pounds Seventeen Shillings & five pence which the deft. on the 13th of Oct. last by his note promised the plt. to pay him or his order on demand with lawful Interest &c as is fully declared in the Writ - The plt. appears - The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Six pounds nine Shillings and three pence lawful money Damages & Cost of Court taxed at thirty eight Shillings & five pence.

Wariner
in
Taylor's
Adm^r. } Nathaniel Wariner of Springfield in the County of Hampshire yeoman plt. vs Mary Taylor late of South Hadley in the same County now of Suffield in s. County Spinster Widow and Relict of Joshua Taylor late of s. South Hadley yeoman de^d. Administratrix of all the Goods & Chattels right and Credits that were of y^e s. Joshua at the Time of his Death deft. In a plea of the Case wherein y^e plt. demands four pounds 6^s which the s. Joshua on the 5th of August 1755 being then alive by his note promised the plt. by the first of July then next and Interest &c as is the Writ more fully appears - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Estate of the s. Joshua in the Hands and under the administration of the s. Adm^r. Six pounds two Shillings and seven pence half penny lawful money Damages & Cost of Court taxed at one pound twelve Shillings & three pence - Ex^r is^d 24th Nov^r 1762 -

Buckminster
in
Perry } Thomas Buckminster of Brookfield in the County of Worcester Gent^l plt. vs Ephraim Perry of a Place called Roxbury Canada in the County of Hampshire yeoman deft. in a plea of the Case wherein the plt. demands forty pounds which the deft. by his bond dated the 17th Day of May in the 32^d year of his late Majesty's Reign bound himself to the plt. to pay him on demand &c as is the Writ more fully appears - The plt. appears - The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Twenty Two pounds fifteen Shillings lawful money being the Chambery of the bond declared on Debt and Cost of Court taxed at Two pounds seven Shillings & three pence - Ex^r is^d 10th Dec^r 1762 -

Bagg
in
Martin } David Bagg of Blanford in the County of Hampshire yeoman plt. vs Ebenezer Martin of the Plantation called Number four in the County of Berkshire Clerk deft. in a plea of the Case wherein the plt. demands thirteen pounds 10^s which the deft. on the 18th of June 1761 by his note promised the plt. by the 12th of Dec^r then next with Interest after three months till paid &c as is the Writ more fully appears - The plt. appears - The deft. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Deft. fourteen pounds five Shillings lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and three pence - Ex^r is^d 8th Oct^r 1762 -

Bishop
in
Moulton
Childs } Ebenezer Bishop of Brimfield in the County of Hampshire yeoman plt. vs Ebenezer Moulton of s. Brimfield Gent^l & Increase Childs of s. Brimfield yeoman deft. in a plea of the Case wherein the plt. demands The Value of twelve pounds which the Deft. on the 22^d of June last by their note promised to pay y^e plt. in good merchantable Sheep at the market price in three weeks from that time & the Interest thereof &c as is the Writ is fully set forth - The plt. appears - The deft. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Deft. twelve pounds two Shillings & seven pence half penny lawful money Damages & Cost of Court taxed at Two pounds & five pence - Ex^r is^d 30th Sept^r 1762 -

John Worthington of Springfield in the County of Hampshire Esq. p^lt. v Richard Montague of Sunderland in the County of York yeoman Def^t. in a plea of the Case wherein the p^lt. demands sixteen pounds Which the Def^t. on the 10th of Feb^y last by his note promised the p^lt. by the tenth of April then next & the Interest &c as by Writ more fully appears. The p^lt. appears. The Def^t. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that y^e p^lt. recover against the Def^t. sixteen pounds Eleven Shill^{ings} & two pence lawful money Damages & Cost of Court taxed at one pound thirteen Shillings and a penny.

Oliver Pomroy of Weatherfield in the County of Hartford & Colony of Connecticut Gent^l p^lt. v George Lamb of Springfield in the County of Hampshire yeoman Def^t. in a plea of the Case for that said George at said Springfield on the second Day of August last owed said Oliver six pounds Eleven Shill^{ings} & two pence lawful money by book to ballance accounts according to the ac^ts annexed to the Writ and in Consideration thereof then and there undertook and faithfully promised the said Oliver to pay him the Same on demand yet y^e said George tho' often requested hath never paid the Same or any part thereof but unjustly neglects it to the Damage of the said Oliver eight pounds. The p^lt. appears. The Def^t. being three times publicly called to come into Court doth not come but makes default &c. It is therefore Considered by the Court that the s^d Oliver do recover against the s^d George six pounds Eleven Shillings and two pence lawful money Damages and Cost of Court taxed at one pound Seventeen Shillings and three pence. After all which the s^d Lamb by Daniel Jones Gent. his Att^y comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Laud^{er} for the Appellant's prosecuting his Appeal with Effects as by s^d Recognizance on file appears.

William Shaw of Palmer in the County of Hampshire yeoman p^lt. v Samuel Gould Jun^r of Brookfield in the County of Worcester yeoman Def^t. in a plea of y^e Case wherein the p^lt. demands Two pounds 6^s 2 which y^e Def^t. on the 24th of Feb^y last by his note promised the p^lt. within four months from that time & as by the Writ appears. The p^lt. appears. The Def^t. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that y^e p^lt. recover against the Def^t. one pound fifteen Shill^{ings} & ten pence three farthings lawful money Damages & Cost of Court taxed at 39^s 2. Ex^{ra} in 30th Sept. 1762.

John McElwean of Boston in the County of Suffolk yeoman p^lt. v Timothy McElwean of Palmer in the County of Hampshire yeoman Def^t. in a plea that said Timothy render to said John a reasonable account for the time that y^e said Timothy was bailiff of the said Town of Springfield and there Receiver of the monies of the said John for the same whereas the s^d Timothy the first Day of May 1760 and until the first Day of May 1761 at s^d Springfield had been bailiff of the s^d John of a certain Tract of Land being whole right or share in the new Township called New Braintree in the County of Berks^{hire}. Which was originally granted to one Samuel How and all that time had the Care and management of the same to sell the same and profit thereof for the s^d John and to render to the s^d John a reasonable account of the same.

W. W. W. W.
W. W. W. W.

Same and during the Term aforesaid the said Timothy received of the money of the said John Sixty three pounds four Shillings and four pence by the hands of one Samuel Kilborn of Monson in the County of Hampshire to merchandise and make profit thereof for s^d John and thereof to render him his reasonable amount whenever he should be thereto requested yet said Timothy tho' often thereto requested hath never rendered his s^d Acct thereof but Heglects it to the Damage of the s^d John one hundred pounds. The plt. by John Worthington Esq. his attorney appears - And the s^d Tim^s by Joseph Hawley Esq. his attorney comes and defends & and says that the plt. ought not to have and maintain his action against him on the first Count contained in the plt. Writ because he says that he has fully accounted to the plt. for the time that he was his bailiff of the Tract of Land above mentioned which he is ready to prove and thereof he prays Judgment that the plt. of his action as to the first Count may be barred And as to the Second Count the Def^t defends and says that within & whole Time for which the plt. alleges that he was his receiver he never was y^t plt^s Receiver and never did receive the Sum of money which y^t plt. alleges in his s^d Count that he rec^d nor any penny thereof & thereof puts himself on the Country - And the said John comes and reserving to himself y^t liberty of Waiving this Demurrer at the Superior Court and then replying to the plea afores^d of s^d Timothy now says that the Def^t plea above pleaded and the matters therein contained is insufficient in Law and that he is not bound by the Law to answer thereto and this he is ready to prove and thereof prays Judgment and Judgment for his Damages and Cost - And the s^d Timothy, agreeing to the Reservation aforesaid says his plea afores^d is sufficient & thereof prays Judgment. Thereupon the premises being seen and by his majesty's Justices now here fully understood it appears to the said Justices that the afores^d plea of the afores^d Def^t by him in barr of the s^d first Count above pleaded and also his plea in answer to the s^d Second Count are in Law good and sufficient to preclude the s^d John from having his action afores^d against y^t afores^d Def^t maintained - It is therefore Considered that the s^d John by his plea afores^d have nothing but that for his groundless claim he be in money &c & It is further Considered that y^t s^d Timothy recover against y^t said John his Costs &c — The plt. by Joseph Hawley Esq. (Att. to him in this behalf) appeals from y^t Judgment of this Court to y^t Super^r Court of Judicature & to be holden at Springfield within and for y^t County of Hampshire on the fourth Tuesday of September next Who recognises with sureties as the Law directs for the appell^t to prosecuting his appeal with Effect as by said Recognizance on file appears -

Cooley } Luke Cooley of Somers in the County of Hampshire Gent. plt. vs Hezekiah
Cooley } Cooley of Springfield in s^d County yeoman Def^t in a plea of the Case wherein
the plt. demands twenty seven pounds 10/8 which the Def^t by his note promises the plt. (on y^t first of March 1759) to pay him by the first of June then next and y^t Interest &c as y^t Writ appears - The plt. appears. The Def^t being three times publicly called makes Default of appearance in Court - It is therefore considered by the Court that the plt. do recover against the Def^t Thirty three pounds Six Shillings and four pence One farthing lawful money Damages and Cost of Court taxed at one pound thirteen Shillings - Ed^d in 7th Jan^y 1763.

Joseph Gleason of Infield in the County of Hampshire yeoman plt. vs Joel Corley of Springfield in said County yeoman def. in a plea of the Case wherein the plt. demands six pounds 14s which the def. on the 4th of June last by his note promised the plt. on demand and the lawful Interest &c as the Writ appears. The plt. appears. The def. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover against the def. Six pounds Sixteen Shillings lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and Eleven pence. Ex^{ca} is 7th Jan'y 1763.

Isa Fuller of Montague in the County of Hampshire Husbandman plt. vs Wetherell Wiltome of a Plantation called Stuntstown in the same County husbandman def. in a plea that he render to s^d Isa nine pounds 8s 7 which he y^d said Isa by the Judgment of his Majesty's Inferior Court & held at Springfield on the third Tuesday of May 1761 recovered against the s^d Wetherell for Damages & Cost which Judgment had never been satisfied or reversed &c as the Writ fully appears. The plt. appears. The def. being three times publicly called to come into Court makes Default of appearance &c. It is therefore Considered by the Court that the plt. recover against the def. nine pounds eight Shillings & seven pence lawful money Debt & Cost of Court taxed at two pounds 6s.

John Kellogg yeoman & Experience Kellogg Widow and Relict of James Kellogg late of Hadley in the County of Hampshire deceased; both of s^d Hadley and Executors of the last Will and Testament of s^d James plt. vs Sam^l Bacon late of New Braintree in the County of Worcester yeoman def. in a plea of y^d Bacon Case wherein the plt. demand forty Shillings which y^d def. on the 30th of July 1756 by his note promised said James then living to pay him in six months with Interest but has never paid to this day &c. The plt. appears. The def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the s^d Execution do recover against the def. Two pounds fourteen Shillings and eleven pence three farthings lawful money Damages and Cost of Court taxed at one pound eighteen Shill. and Seven pence.

Isiah Dwight of Springfield in the County of Hampshire Esq. plt. vs Matthias Smith of s^d Springfield now resident in Brookfield in the County of Worcester Sadler def. in a plea of the Case wherein the plt. demands four pounds 18s 9 3/4 which y^d def. owed y^d plt. on the last of April last past according to y^d ac^t on file but hath not paid &c. The plt. appears. The def. being three times publicly call^d makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the def. four pounds eighteen Shill. & nine pence three farthings lawful money Dam^s and Cost of Court tax^d at one pound 7s 3. Ex^{ca} is 20th Sept. 1762.

Ephraim Pease of Infield in the County of Hampshire Gent. plt. vs John Butler late of Stafford in the County of Hartford in the Colony of Connecticut yeoman def. in a plea that he render to the s^d Ephraim Ten pounds 14s 11. which he recovered against the s^d John at a County Court holden at Hartford for s^d County of Hartford on the Last day of April last for dam^s he had sustained by reason of the s^d John's not performing a certain promise of y^d John to y^d Ephraim before that time made and for his Cost &c which Judgment was never satisfied &c as the Writ is at large set forth. The plt. appears. The def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the s^d Ephraim recover against the said John - Ten

27-
Pease
Butler } Ten pounds fourteen Shillings and eleven pence lawful money Debt and Cost
of Court taxed at one pound sixteen Shillings and three pence like money
Afterwards viz now at this same Term Titus Pomeroy of S^t. Hadley yeoman
who was Surety for the said John's personal appearance here & comes into
Court and brings the said John into this Court and moves that he may
be discharged & it is thereupon Ordered by the Court that Mr. Isaac Cotton the
keeper of the Prison in this County take the s^d. John into his Custody that he may
be held to respond this Judgment & be taken in Execution - and the s^d. John is
accordingly committed. Ex^a Affid 29th Sept. 1762.

Burt
Binge - } Eleazer Burt of Northampton in the County of Hampshire merchant plt. vs
Simcon Binge of S^t. Northampton Labourer Deft. in a plea of the Case wherein y^e.
plt. demands Eight pounds 12/11 which the Deft on the Sixth day of August last past
by his note promised the plt on demand with y^e. lawful Interest & also six
pounds 18/4 1/2 which the Deft on the first of June last owed the plt for divers goods &
Merchandizes & as is at large set forth on file - The plt. appears - The deft. being
three times publicly called makes default of appearance in Court. It is therefore
Considered by the Court that the plt. recover against the deft. sixteen pounds
one Shilling & three pence one farthing lawful money Dam^s & Cost of Court taxed
at one pound thirteen Shillings and a penny

Nash
Nash } Daniel Nash of South Hadley in the County of Hampshire gent. plt. vs Timothy Nash late
of Shutesbury in the same County yeoman deft. in a plea of the Case wherein y^e. plt.
demands Two pounds 18/7. which y^e. deft upon a reckoning had between the plt & deft
on the 29th of May last was found to be in arrear to the plt & which he promised y^e. plt
on Demand but has not paid &c. The plt. appears. The deft. being three times publicly
called makes default of appearance in Court. It is therefore Considered by the Court
that the plt. recover against the Deft. Two pounds eighteen Shillings & seven pence
lawful money Damages and Cost of Court taxed one pound 13/11. Ex^a is 24th Sept. 1762.

Ellis
Leonard } Richard Ellis of Colrain in the County of Hampshire yeoman plt. vs Aaron Leonard
lately of Hadley in the same County yeoman deft. in a plea of the Case wherein
the plt. demands sixty eight pounds 7/9 which the deft. on the 24th day of June
1755 by his note promised the plt. to pay him or his order on demand with use &c. as
by the Writ is fully declared - The plt. appears. The deft. being three times publicly
called makes default of appearance in Court. It is therefore Considered by the
Court that the plt. recover ag^t the Deft. Ninety seven pounds eighteen Shillings
lawful money Damages and Cost of Court taxed at Two pounds & three pence.
Ex^a 13th Nov. 1762.

Smith &
Bacon - } Phineas Smith and David Nash both of South Hadley in the County of Hampsh:
yeomen Pts vs Simcon Bacon lately of Ware in the same County Physician deft.
in a plea of the Case wherein the plt^s demand one pound 18/3 1/2 which y^e. deft. on y^e.
tenth of August y^ets by his note promised y^e. plt^s to pay them by the first day of
Sept. then next with the Interest also 38/ which y^e. deft on the same day by his
other note promised the plt^s to pay them by the said first day of Sept. with y^e.
Interest - and also 38/ which y^e. deft on y^e. same day by his other note promised y^e.
plt^s by the s^d. first of Sept. with y^e. Interest and one other 38/ which y^e. deft. on
the same Tenth of August by his other note promised the plt^s by the same first
day of Sept. & as by y^e. Writ appears - The plt^s appear. The deft. being three
times publicly called makes default of appearance in Court. It is therefore
Considered by the Court that the plt^s recover against the Deft. eight pounds
two Shillings and two pence lawful money Damages and Cost of Court taxed
one Pound twelve Shillings & five pence - Ex^a is 10th Oct. 1762.

Peter Smith of Amherst in the County of Hampshire yeoman and Thos.^d Smith of South Hadley in the same County yeoman p^lt^s vs Simon Bawn lately of Ware in the County of Hampshire Physician and Jacob Summings of Ware aforesaid Gent^l. Deft^s in a plea of Debt wherein the p^lt^s demand Sixty six pounds which the Deft^s by their bond dated the first day of July 1757 bound themselves to the p^lt^s to pay them on demand as by the Writ more fully appears. The p^lt^s appear. The Deft^s being three times publicly called make Default of appearance in Court. It is therefore Considered by the Court that the p^lt^s do recover against the Deft^s Ten pounds eleven Shillings and two farthings lawful money being the sum of the bond declared on debt and Cost of Court taxed at one pound sixteen Shillings and three pence, Ex^{ra} is^d 30th Oct^r 1762.

Miriam Chapin of Springfield in the County of Hampshire Gentlewoman Administratrix on the goods and Estate of Elisha Chapin lately of a place called West Hoofe situated in the County of Berkshire Gent^l. deceased Intestate p^lt^s vs Israel Williams of Hatfield in the County of Hampshire Esq^r & John Worthington of Springfield in the same County Esq^r Executors of the last Will and Testament of Ephraim Williams lately of Hatfield afores^d Esq^r deceased Deft^s in a plea of the Case wherein the p^lt^s demand thirty pounds of which the s^d Ephraim in his life time to wit on the tenth day of June 1753 was indebted to the s^d Elisha then alive for the like sum of money by the s^d Ephraim before on that day had and received to the use of the s^d Elisha & in consideration thereof then promised the s^d Elisha that he would pay him the same whenever after he should be thereto required &c All which is at large declared in y^e p^lt^s Writ on file bearing date the 15th day of July last. The p^lt^s appear. The Deft^s being three times publicly called make Default of appearance in Court. It is therefore Considered by the Court that the s^d Miriam Adm^r as afores^d do recover against the Estate of the s^d Ephraim dec^d in y^e hands of the said Executors thirty pounds two Shillings lawful money Damages and Cost of Court taxed at one pound five Shillings & five pence

Ebenezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy lately of s^d Northampton Gent^l. deceased Intestate p^lt^s vs Noah Baker lately of Sunderland in the same County yeoman Deft^s in a plea of the Case wherein the p^lt^s demand Seventy eight pounds 7/3^d which the Deft^s on the last day of Nov^r last owed y^e s^d Elisha then alive for divers wares and merchandizes &c as by the Writ appears. The p^lt^s appear. The Deft^s being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the said Administrators do recover ag^t the said Noah Seventy eight pounds seven Shillings & three pence half penny lawful money Damages and Cost taxed at Two pounds two Shillings and three pence like money.

Ebenezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administration on the Goods and Estate of Elisha Pomeroy lately of s^d Northampton Gent^l. deceased Intestate p^lt^s vs Charles Cotes of Barnardston in the same County yeoman Deft^s in a plea of the Case wherein the p^lt^s demand 37/7^d which y^e Deft^s on the second of July 1754 by his note promised the s^d Elisha then alive to pay him on demand with interest &c by Writ appears. The p^lt^s appear. The Deft^s being three times publicly called makes Default of appearance in Court. It is -

28- It is therefore Considered by the Court that the s^d Ebenezer & Esther Adm^{rs} as afores^d recover against the s^d Charles Two pounds fifteen Shillings and seven pence half penny lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and seven pence - Ex^{te} is^d 13th Nov^r 1762 -

Burnham
et al -
Wells - { Moses Burnham and John Watfon both of Greenfield in the County of
Hampshire Traders plt^s vs Joshua Wells Jun^r of Barnardston in the same
County yeoman Def^t. in a plea of the Case wherein the plt^s demand
Eight pounds 12^d. which the Def^t. on the first day of September last by his
note promised the plt^s on demand with Interest &c as y^e Writ appears.
The plt^s appear - The Def^t. being three times publicly called makes
default of appearance in Court. It is therefore Considered by the Court
that the plt^s do recover against the Def^t. Six pounds ten Shillings and
Six pence lawful money Damages and Cost of Court taxed at two
pounds two Shillings and three pence - Ex^{te} is^d 13th Nov^r 1762 -

Billing
vs
Carver { Joseph Billing of Hatfield in the County of Hampshire gent. plt. vs Jonathan
Carver lately of Montague in the County of Hampshire Gent. Def^t in a plea of the
Case for that whereas the Def^t. on the 2nd day of July A^d 1760 at Hatfield
aforesaid by his note for value rec^d promised the plt to pay to him Six pounds
twelve Shillings lawful money on demand with the lawful Interest thereof till
paid yet s^d Jon^s tho' often requested hath not paid the Contents of s^d note
to the plt. but he wholly denies to do it to his damage Twelve pounds -
The plt. by Joseph Hawley Esq^r his attorney appears. And the s^d plt. comes
and prays that this action may be continued until the next Term of this
Court for that, he says the s^d Jonathan was out of this Government at y^e
time of the service of his Writ - and the Action is accordingly continued -

Williams
vs
Brewer's
Adm^r { Solomon Williams of Lebanon in the County of Windham in y^e Colony
of Connecticut in New England Clerk plt. vs Hannah Brewer lately of
Tyringham in the County of Berkshire Gentlewoman and administratrix
on the Estate of John Brewer lately of Tyringham afores^d Gent^l deceased
intestate Def^t. in a plea that the y^e Def^t. render to the plt. five hundred pounds
of the lawful money of this province of the Massachusetts bay in New-
England which she unjustly detains from the plt. for that whereas the s^d
John Brewer in his life on the Sixth day of August A^d 1753. at a place call^d
Lebanon in Springfield afores^d by his bond dated the day and year last
aboves^d in Court to be produced bound himself by the name of John Brewer
of the Town called Number one in the County of Hampshire afores^d by y^e plt.
by y^e Name of Solomon Williams in the County of Windham in y^e Colony
of Connecticut in New England in the full sum of five hundred pounds
lawful money of New England to be paid to the plt. on Demand and y^e
plt. avers that the said lawful money of New England in which y^e said
John bound himself as aforesaid is in all respects the same as y^e lawful
money of the Province afores^d whereby action has ensued to the plt. to demand
and have of the Def^t. the like sum of y^e lawful money of s^d Province -
Nevertheless the said John in his life time tho' often thereto requested did
not pay the said sum to y^e plt. nor has the s^d Hannah since y^e Death of
s^d John ever paid the same tho' she has been often thereto requested but
the s^d John while he lived always denied & the s^d Hannah since his Death
hath

hath always denied and still doth deny to do it to the Damage of y^e s^r Solomon & Williams
he saith for hundred and thirty pounds - The parties by their attornies viz y^e s^r Solomons by Israel Williams Esq^r and the s^r Hannah by John Chadwick Esq^r Williams
Esq^r
Adm^r
come into Court. And the s^r Parties agree to refer the Case And they mutually
chose Joseph Hawley and Timothy Dwight Jun^r both of Northampton Esq^r
and the Court appoint John Worthington Esq^r Who are to hear the parties
Consider the Case and make Report to this Court at the next Term thereof
Whose Determination or any two of them therein is to be final and the
Action is continued in the mean time -

Oliver Partridge of Hatfield in the County of Hampshire Esq^r & David Field of Partridge
Esq^r
Williams Esq^r
Deerfield in the same County Gent^l Plt^s vs William Williams of Pittsfield
in the County of Berkshire Esq^r def^t in a plea of the Case for that whereas on y^e 27th
day of Feb^r 1758 at Deerfield aforesaid the def^t then and there being a mer-
chant trading and using Commerce according to the Custom of merchants
made and delivered to the plt^s four bills of Exchange subscribed with his own hand
to wit first Second Third and fourth all bearing date the same day & year
and directed all the s^d bills of Exchange to one Henry Fowler Esq^r in London the
same Henry being then merchant and using Commerce at London aforesaid in
each of which s^d bills the def^t requested y^e s^r Henry to pay to the plt^s or order
fifty pounds Sterling value rec^d out of the moneys of him y^e def^t as Captain
in the late Regiment of S^r W^m Pepperrell Manner at y^e End of thirty days
after sight of the other of y^e s^d bills not paid & amount for y^e same & - &
afterwards the plt^s ordered y^e payment of y^e s^d fifty pounds to be made to Phillips
and Apthorn merchants in Boston ^{or order} Who afterwards ordered y^e payment thereof
to be made to Trecothick Apthorn and Thornlinson merchants in London or order
Who afterwards shewed the second of y^e s^d bill of Exchange to y^e s^r Henry who
wholly refused to pay y^e same & by reason of which y^e plt^s have been obliged
to pay y^e s^d fifty pounds to y^e s^r Phillips and Apthorn and all Damages & Costs
 occasioned by y^e non acceptance and Non payment of y^e s^d bill Which y^e
plt^s say is fifty pounds Sterling & all which is more at large set forth in the
plt^s Writ on file bearing date the 12th of August Current - The plt^s appear.
The def^t being three times publicly called makes default of appearance in Court.
It is therefore Considered by the Court that the plt^s do recover against the
def^t eighty nine pounds nineteen Shillings lawful money Damages
and Cost of Court taxed at two pounds 7/3. Ex^{ca} n^o 13th Nov^r 1762 -

Mary Lyman Widow Samuel Lyman husbandman David Lyman husband^r Lyman's
Exec^{rs}
Weller
all of Northampton and Benj^a Lyman husbandman of Southampton all in
the County of Hampshire Executors of the last will and Testament of Benj^a
Lyman lately of Northampton afores^d yeoman dec^d Plt^s vs Nathaniel Weller
lately of Westfield in the same County yeoman def^t in a plea of the Case
wherein the plt^s demand twenty two pounds 15s which y^e def^t on the eighth
of May 1761 by his note promised the s^d Benj^a dec^d then alive to pay him on
demand with Interest & The plt^s appear. The def^t being three times pub-
licly called makes default of appearance in Court. It is therefore Considered
by the Court that the said Mary Samuel Benjamin & David Executors as
afores^d do recover against the def^t sixteen pounds fourteen Shillings & a penny
half penny lawful money Damages and Cost of Court taxed at one pound
nine Shillings and eleven pence - Ex^{ca} n^o 10th Oct^r 1762 -

29- Obadiah Dickinson of Hatfield in the County of Hampshire Gent. plt. vs Isaac
Dickinson Ward of Amherst in y^e same County Gent. def. in a plea of the Case wherein y^e
Ward } plt. demands twenty eight pounds of which the def. on the second of August 1759.
by his note for value rec^d promised to the plt. or his order by y^e fifteenth of
April now last past and y^e Interest thereof &c - but has not paid it -
The plt. appears - The Def. being three times publicly called makes de-
fault of appearance in Court - It is therefore considered by the Court
that the plt. recover against the def. thirty three pounds ten Shillings &
ten pence lawful money Damages and Cost of Court taxed at one pound
sixteen Shillings and three pence - Exⁿ is? 10th Oct^r 1762 -

Billing Joseph Billing of Hatfield in the County of Hampshire Gent. plt. vs Elisha
King of Hadley in the same County yeoman def. in a plea of the Case wherein
King } the plt. demands three pounds 2/4th which y^e def. on the 22^d of Jan^y last by
his note promised y^e plt. on demand with Interest but hath not paid &c
The plt. appears - The def. being three times publicly called makes de-
fault of appearance in Court - It is therefore Considered by the Court that
the plt. recover against the def. three pounds six Shillings nine pence lawful
money Dam^s & Cost of Court taxed at one pound 14/7. Exⁿ is? 13th Nov^r 1762.

Marsh Moses Marsh of Hadley in the County of Hampshire Gent. plt. vs Abraham
Gibbs of Greenwich in the same County husbandman def. in a plea that he renders
Gibbs } to the plt. one hundred pounds which he y^e def. on the tenth day of Jan^y 1758
by his bond bound himself to y^e plt. to pay him on demand but has not done it -
The plt. appears - The Def. being three times publicly called makes default
of appearance in Court - It is therefore Considered by the Court that the plt.
recover against the def. fifteen pounds ten Shillings and a penny one
farthing lawful money being y^e Chancery of the s^d bond debt & Cost of Court taxed
at one pound fourteen Shillings nine pence Exⁿ is? 12th Oct^r 1762 -

Pomeroy Ebenezer Pomeroy Gent. and Esther Pomeroy Gentlewoman both of Northampton
Adm^r } in the County of Hampshire Administrators on the Estate of Elisha Pomeroy
Berge } late of s^d Northampton Gent^r deceased Intestate Plt^s vs James Birge
lately of the same Northampton labourer def. in a plea of the Case wherein
the plt^s demand seven pounds and eight pence which the def. on the last day
of November last was indebted to y^e s^d Elisha then alive for divers merchan-
dizes & which he promised the s^d Elisha on demand but hath not yet paid -
The plt^s appear - The Def. being three times publicly called makes default
of appearance in Court. It is therefore Considered by the Court that the plt^s
recover against the def. seven pounds and eight pence lawful money Dam^s
& Cost of Court taxed at one pound 13/1 - Exⁿ is? 13th Nov^r 1762 -

Marsh John Marsh of Weatherfield in the County of Hartford in y^e Colony of Con-
White } necticut in New England baker plt. vs Thomas White of South Hadley in the
County of Hampshire yeoman def. in a plea of debt wherein the plt. demands
thirty two pounds 16s. which y^e def. on the 16th of May 1757. by his bond of
that date bound himself to y^e plt. to pay him on demand &c In this case
The s^d John being three times publicly called to come into Court & prosecute
this action is Nonsuit And the Def. is likewise Defaulted - The action
is dismissed accordingly -

Venerable Pomeroy Gent. & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy late of Northampton aforesaid Gent. deceased intestate Plt. vs Abel Horkwell of Springfield in the same County yeoman Deft. in a plea of y^e Case in which the plt. demanded four pounds 14/6 which the deft. on the 13th of May 1759 by his note promised the s^d Elisha then alive to pay to him or his order on demand with y^e Interest - Also 24/4 which y^e deft. on y^e 23rd of August 1759 by his other note promised to the s^d Elisha then also alive to pay to him or order by the first day of Dec^r then next with Interest - And also 19/11 which y^e deft. on the last of December last owed the said Elisha then alive for divers merchandizes & then promised him on demand &c as by y^e Writ fully appears - The plt. appear - The Deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the said Adm^s do recover against the Deft. Seven pounds nineteen Shillings and three pence lawful money Damages and Cost of Court taxed at one pound Eleven Shillings and three pence - Ex^{is} 13th Nov. 1762 -

Venerable Pomeroy Gent. and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy late of Northampton Gent. deceased intestate Plt. vs John Stearns of Belcher's town in y^e same County yeoman Deft. in a plea of the Case wherein the plt. demanded Two pound 15/6 which the Deft. on the Second of May 1759 by his note promised the s^d Elisha then alive to pay him on demand with the Interest - Also 15/10 which the s^d John owed the s^d Elisha on the s^d Second day of May on Account and then promised him on Demand but has never paid either of s^d Sums &c - The plt. appear - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the s^d Administrators do recover against y^e said John four pounds one Shilling and nine pence hal^f penny lawful money Damages & Cost of Court taxed at one pound 13/- Ex^{is} 20th Sept. 1762 -

Solomon Gibbs of Greenwich in the County of Hampshire yeoman plt. vs Benjⁿ Cooley of Greenwich aforesaid yeoman Deft. in a plea of the Case wherein the plt. demands Seven pounds which y^e deft. on the 23rd of May 1761 by his note promised the plt. to pay him or order by the 25th of March then next with the Interest but has never paid it - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. do recover against the Deft. Seven pounds ten Shillings and ten pence one farthing lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and three pence like money

Robert M^r. Collouke of Pelham in the County of Hampshire yeoman plt. vs Benjⁿ Marsh lately of Hatfield in the same County Es^q Deft. in a plea of the Case wherein the plt. demands nine pounds which the deft. on the eighth of July 1760 by his note promised the plt. within twelve months from that time but has never yet paid - The plt. appears - The Deft. being three times publicly called & once into Court makes Default of appearance &c - It is therefore Considered by the Court that the plt. do recover against the Deft. The Sum of nine pounds lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and Eleven pence like money and the plt. may have his Execution thereof &c Ex^{is} 26th Jan^y 1763.

30. Obadiah Dickinson of Hatfield in the County of Hampshire Gent. plt. vs Bridget Dickinson
 or Burt's Adm^r } Burt lately of Deerfield in the same County Gentlewoman and Administratrix
 on the Goods and Estate of Jonathan Burt lately of Deerfield afor^d Gent^l deceased intestate Def^t. in a plea of the Case wherein the plt. demands four pounds 15/0 which the s^d Jonathan on the 12th of August 1752 then alive by his note promised the plt. to pay him on demand with the Interest - yet y^e s^d Jon^a never paid it while he lived nor has y^e Adm^r paid it since his death but neglected it - The plt. appears - The Def^t. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the said Obadiah do recover against the Estate of the said Jonathan in the hands and under the Administration of the s^d Administratrix Seven pounds thirteen Shillings and Two pence lawful money Damages and Cost of Court taxed at one pound 17/3.

Pomeroy's Adm^r vs Wright } Ebenezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northamp-
 ton in the County of Hampshire And Administrators on the Goods & Estate of Elisha Pomeroy lately of Northampton afor^d Gent^l deceased intestate plt^s vs Joseph Wright of Hadley in the same County yeoman Def^t in a plea of the Case for that whereas the Def^t. on the 16th day of August 1757 at Springfield afor^d by his note for value received promised the said Elisha then alive to pay him thirty Six Shillings lawful money on Demand with Interest therefor till paid - Also for that the Def^t. there afterwards on the same 16th of August 1757 by his other note for value received promised the s^d Elisha to pay the plt. Seventeen Shillings lawful money on demand with the lawful Interest thereof till paid yet the Def^t. tho' often thereto requested has never paid the Contents of the said notes or either of them either to the s^d Elisha while he lived or to the plt^s since his death but he wholly denies to do it to the Damage of the s^d Adm^r^s as they say Eight pounds - The plt^s by Joseph Hawley by their Attorney appear - And the s^d Joseph Wright by Charles Phelps Gent^l his attorney comes and upon reserving to himself liberty of making any new plea on the Trial of the appeal pleads and says that he knows nothing nor does he at present think he ever signed either of the notes declared on and thereof puts himself on the Country - And the plt^s consenting to the above reservation says the Def^t's plea above pleaded is an insufficient answer to their Declaration and the matters therein contained nor are they bound by the Law of the Land to answer thereto and thereof pray Judgment & Judgment for their Damages and Cost - And the Def^t. says his plea is sufficient Thereupon the Premises being seen and by his Majesty's Justices nowhere fully understood it appears to the said Justices that the aforesaid plea of the afor^d Def^t. is not in Law good and sufficient to preclude the afor^d plt^s from having their Action afor^d against the afor^d Def^t. maintained - It is therefore Considered that the said Ebenezer and Esther in said Capacity do recover against the s^d Joseph Three pounds nine Shill^l lawful money Damages and Cost of this Suit taxed at one pound thirteen Shillings and one penny - Ex^d in^d 20th Sept: 1762 -

Cooke's Adm^r vs Mow } Moses Cooke of Amhurst in the County of Hampshire yeoman plt. vs
 Nathaniel Barnstow of Sunderland in the same County yeoman Def^t.
 in a plea of the Case for that Whereas the Def^t. on the sixteenth day

day of February 1762 at Sunderland afores^d by his note for value rec^d promised the plt. to pay him forty Six pounds thirteen Shillings and four pence ~~in~~ ^{meaning that sum of the lawful money of the Province of y^e Massachusetts Bay in New-England on the first day of June then next and in case the same should not be paid at that time the lawful Interest thereof there- after till paid yet the De^f. tho' often thereto requested hath not paid the Contents of y^e Note to y^e plt. but he wholly denies to do it to his Damage as he says thirty four pounds. The plt. appears. The Deft. tho' three times publicly called to come into Court doth not come but makes default of appearance in Court. It is therefore Considered by the Court that the s^d Moses do recover against the s^d Nathaniel Twenty Six pounds nineteen Shillings and nine pence half penny lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and one penny. After all which the s^d Nathaniel by John Worthington Esq^r his attorney comes into Court and appeals from the Judgement of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for y^e Appellants prosecute his Appeal with Effect as by said Recognizance on file appeareth}

Cosby
Barstow

Josiah Chauncy of Amherst in the County of Hampshire Esq^r plt. vs Moses Smith of Sunderland in the same County yeoman Deft. in a plea of the Case wherein the plt. demands four pounds 15/6^d which the deft. on the 30th day of April last by his note promised the plt. on demand with Interest &c but hath never paid. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover ag^t the Deft. four pounds Seventeen Shillings and Seven pence lawful money Dam^s and Cost of Court taxed at one pound sixteen Shillings and a penny.

Chauncy Esq^r
Smith

George Pynhon of Springfield in the County of Hampshire Gent^l plt. vs Isaac Brewer of Springfield afores^d yeoman Deft. in a plea of the Case wherein the plt. demands nineteen pounds 5s. which the deft. on the 18th of August last past by his note promised the plt. on demand with the Interest but hath never paid it &c. The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against y^e Deft. Twenty pounds eight Shillings and five pence lawful money Damages and Cost of Court taxed at one pound nine Shillings and eleven pence Exⁿ is^d 30th Sept. 1762.

Pynhon
Brewer

George Pynhon of Springfield in the County of Hampshire Gent^l plt. vs James Dickinson of Palmer in the same County yeoman Deft. in a plea of y^e Case wherein the plt. demands three pounds 16s. which y^e deft. on the first of May last past by his note promised the plt. on demand with Interest &c as y^e Writ appears. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover ag^t y^e Deft. three pounds sixteen Shillings and Six pence lawful money damages & Cost of Court taxed at one pound eleven Shillings & Seven pence. Exⁿ is^d 30th Sept. 1762.

Same
ag^t
Dickinson

George Pynhon of Springfield in the County of Hampshire Gent^l plt. vs Sam^l Warner of the same Springfield yeoman Deft. in a plea of the Case wherein y^e plt. demands eight pounds 11s. which the deft. on the 4th of August last past by his note promised y^e plt. on demand with the Interest as y^e Writ appears. The plt. appears. The

Same
ag^t
Warner

Symon
Warner

The deft. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover against the deft. nine pounds Two Shillings and three farthings lawful money Damages and Cost of Court taxed at one pound nine Shillings and eleven pence. Ex^r is^d 30th Sept. 1762.

Graves
Chapin
Adm^r

Moses Graves of Hatfield in the County of Hampshire Gent^l plt. vs Miriam Chapin of Springfield in the County of Hampshire Gentlewoman Widow and Relict of Eliza Chapin late of West Woodstock in the County of Berkshire Gent^l dec^d and Administratrix of all and singular the Goods and Chattels Rights & Credits which were of said Eliza dec^d. Def^t. in a plea of the Case wherein y^e plt. demands thirty Seven pounds 15th which the s^d Eliza on the first day of Jan^y 1756 being then alive owed the plt. for sundry articles of book account according to the plt. ac^t on file & then promised y^e plt. in demand & as by the Writ fully appears. The plt. in this Case tho' three times publicly called to come into Court and prosecute his action doth not come but is nonfuit. Thereupon the s^d Miriam being here present in Court by Joseph Hawley Esq^r her att^y prays she may have her reasonable Costs allowed her. It is therefore considered by the Court that y^e s^d Miriam Adm^r as afores^d do recover against & the said Moses the Sum of forty one Shillings & nine pence lawful money allowed her by the Court with her Consent for her Cost and Expenses in defending the Suit of y^e s^d Moses & she may have her Ex^ren^{ts} therecosts Ex^r is^d 26th Jan^y 1763

Partridge
Esq^r
Wells

Oliver Partridge of Hatfield in the County of Hampshire Esq^r plt. vs Noah Wells of said Hatfield yeoman def^t in a plea of the Case wherein the plt. demands four pounds 11th which the deft. on the last day of July last owed the plt. to balance book accounts & promised him on demand. The plt. appears. The Def^t. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. do recover ag^t the Def^t. four pounds eleven Shillings and eleven pence one farthing lawful money Damages & Cost of Court taxed at Two pounds & nine pence. Ex^r is^d 30th Nov^r 1762.

Fowler
Hunt

Bildad Fowler of Westfield in the County of Hampshire Yeoman plt. vs Abraham Frost late of a plantation commonly known and called by the Name of Number four in the County of Berkshire now living by the road leading from s^d Number to Pittsfield on Province Land in s^d County of Berkshire yeoman def^t. in a plea of the Case wherein the plt. demands Seven pounds 10th which the deft. on the 25th of March last by his note promised the plt. to pay him or order on demand and the Interest &c as by y^e Writ is fully set forth. The plt. appears. The deft. being three times publicly called to come into Court makes default of appearance. It is therefore considered by the Court that the plt. recover against the deft. Seven pounds fourteen Shillings and two pence lawful money Damages and Cost of Court taxed at one pound twelve Shillings and eleven pence. Ex^r is^d 5th Oct^r 1762.

Same
Noble Jun^r

Bildad Fowler of Westfield in y^e County of Hampshire Trader plt. vs Dan^l Noble Jun^r of s^d Westfield yeoman def^t. in a plea of y^e Case wherein the plt. demands fifteen pounds 8th which y^e deft. on y^e 23^d of July last by his note promised y^e plt. to pay him or order on demand with us^d. The plt. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore considered by y^e Court that y^e plt. recover against the deft. fifteen pounds ten Shillings & five pence lawful money Damages and Cost of Court taxed at one pound twelve Shillings & five pence Ex^r is^d 5th Oct^r 1762.

Ueazer Court of Northampton in the County of Hampshire Shopkeeper & Gent^m Plt vs Isaac Colton the 3^d of Springfield in the County of Hampshire Gent^m Def^t {Purb
17
Colton
in a plea of the Case for that the said Isaac at said Springfield on the 25th day of
November 1761 by his note of that date for Value received promised by the name of
Isaac Colton to pay one William Heywood or order the Sum of seven pounds 15^s.
lawful money within three months from the Date of said note and the aforesaid
Sum being wholly due and unpaid he the s^d William afterwards viz on the 30th
day of the same November at said Springfield by a certain Indorsement in writ-
ing then and there made on said Note and subscribed with the proper hand of
the said William Heywood he the said William passed over the afores^d note to
the said Ueazer and by the same indorsement ordered and appointed the afores^d
Isaac to pay unto the said Ueazer the Contents of said Note then wholly due and
unpaid of which said Isaac at said Springfield afterwards viz on the 20th day of
March last past had notice by the reason of which said Premises the s^d Isaac
became chargeable and liable to pay to the said Ueazer the Contents of said Note &
being so chargeable and liable as aforesaid in Consideration thereof did afterwards
viz on the same 20th day of March afores^d at said Springfield assume on himself
and to the said Ueazer then and there faithfully promised to pay him the Contents
of said note on demand yet the said Isaac tho' often requested hath not performed
his said promise to the said Ueazer but wholly deny to do it to the Damage of the
said Ueazer eight pounds - The Plt. by John Phelps gent. his attorney appears -
And the said Isaac by John Worthington Esq. his attorney comes into Court and
defends and for plea says that he never promised the said Ueazer to pay him
the Sum mentioned in the note declared on in manner and form as the Plt.
in his Declaration has alledged and thereof puts himself on the Country - G^d.
Plt. likewise doth the same - After a full hearing this Case is committed
to the Jury Mr. Meier Field foreman and fellows who return their Verdict on
Oath that they find for the Plt. seven pounds ten Shillings Damages and
Cost of Court - It is therefore Considered by the Court that the said Ueazer
do recover against the said Isaac seven pounds ten Shillings lawful money
Damages and Cost of Court taxed at Two pounds thirteen Shillings and ten
pence - The said Isaac by his s^d Attorney appeals from the Judgment of
this Court to the Superior Court of Judicature to be holden at Springfield in
and for the County of Hampshire on the fourth Tuesday of September next
and he recognizes with sureties as the Law directs for the appellants proper-
cuting his appeal with Effect as by said Recognizance on file appears -

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt vs Lebulon Fuller of a place commonly known and called by the name of Westfield {Fowler
17
Fuller
River Bramis in the County of Hampshire yeoman Def^t in a plea of the
Case wherein the Plt. demands Two pounds 19^s which the Def^t on the eighteenth
day of July 1761 by his note for value received promised the Plt. to pay him
or order on Demand with lawful Interest &c - The Plt. appears - The
Def^t being three times publicly called to come into Court makes default
of appearance - It is therefore Considered by the Court that the said
Bildad do recover against the said Lebulon Three pounds two Shillings &
ten pence lawful money Damages and Cost of Court taxed at Two
pounds Six Shillings and three pence - Ex^a is^d 5th Oct^r 1762 -

2.
Bouldy app^r } Bildad Fowler of Westfield in the County of Hampshire Trader appellant vs David
Bolton app^r } Bolton of a place called Westfield River Branches in s^d County yeoman appellee.
from the Judgment of Eldred Taylor Esq at a Trial before him on the 12th day of
July last at s^d Westfield wherein the s^d Bildad was plt. and the s^d David Def^t in
a plea of the Case for that said David at said Westfield on the last day of
March 1762 being justly indebted to the said Bildad in the Sum of ten Shill-
to ballance accounts according to the account annexed to the Writ for sundry
Bushels of Indian Corn the said David before that time bought and received
of the plt. & then & there y^t s^d David in Consideration thereof promised y^t plt.
to pay him the same on Demand yet tho' often thereto requested has never
fulfilled his said promise but wholly deny to do it. at which Trial Judgmt^t
was rendered that the s^d David should recover his Costs &c - The parties now
appear and enter into a Rule of Court to refer the Case - and they mutually
chose Samuel Edwards yeoman and Ichabod Strong yeoman and y^t Just
appoint Stephen Shelden gent^l All of Southampton Who are to hear y^e
parties consider the Case and make report to this Court at y^e next term
thereof Whose Determination or any two of them is to be final and y^e Case
is continued in the mean time

Anderson } Asahel Anderson of Windsor in the County of Hartford in the Colony of Con-
Burnham } necticut yeoman plt. vs David Burnham of Greenfield in the County of
Hampshire yeoman Def^t in a plea of the Case wherein the plt. demands
four pounds 10s. which the Def^t on the 19th day of Feb^y 1761 by his note promised
the plt. by the first of June then next yet has not paid - The plt. appears -
The Def^t being three times publicly called to come into Court makes default
of appearance - It is therefore Considered by the Court that the plt. do recover
against the Def^t four pounds ten Shillings lawful money Damages & Cost of
Court taxed at two pounds one Shilling Seven pence. Ex^{is} 2^o Oct^r 1762 -

Harris } Daniel Harris of Springfield in the County of Hampshire yeoman plt. vs -
Taylor } Moses Taylor of South Hadley in s^d County yeoman Def^t in a plea of the Case
wherein the plt. demands two pounds 1/8 which y^t Def^t on the fifth of April last
by his note promised the plt. on demand with interest but has never paid &c -
The plt. appears - The Def^t being three times publicly called to come into Court
makes default of appearance - It is therefore Considered by the Court that the
plt. recover against the Def^t two pounds two Shill^{ings} & nine pence law^d money Dam^{ages}
& Cost of Court taxed at one pound nine Shill^{ings} & Eleven pence. Ex^{is} 29th Sept. 1762

Pease } Ephraim Pease of Infield in the County of Hampshire Gentle plt. vs Isaac
Hills } Hills of Springfield in s^d County yeoman Def^t in a plea of the Case wherein
the plt. demands three pounds 4s. which y^t Def^t on the first day of July last
owed y^e plt. for sundry merchandizes & promised him on demand but has never
paid &c - The plt. appears - The Def^t being three times publicly called makes
default of appearance in Court - It is therefore Considered by the Court that
the plt. recover ag^t the Def^t three pounds four Shillings law^d money Dam^{ages} & Cost of
Court taxed at one pound twelve Shillings & five pence - Ex^{is} 29th Sept. 1762

Pease } Joseph Pease of Suffield in the County of Hampshire Shopkeeper plt. vs Ezechiel
Sweetman } Sweetman of Granville in s^d County yeoman Def^t in a plea of the Case wherein y^e
plt. demands two pounds 9s. which the Def^t on the ninth of August current owed y^e
plt. by book account according to y^e account on file & promised him y^e same on
Demand but has never paid &c

The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Deft Two pounds nine Shillings and ten pence lawful money Dam^s Cost of Court taxed at one pound 14/7 - Ex^{is} 29th Sept. 1762

Joseph Pease of Suffield in the County of Hampshire yeoman plt. vs Daniel Stiles of Westfield in s^d County yeoman deft. in a plea of the Case wherein the plt. demands three pounds 7/ which the Deft. on the 14th Day of May last owed the plt. by book acct & promised to pay him on demand but hath not done It is - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the deft. three pounds Seven Shillings lawful money Dam^s Cost of Court taxed at one pound thirteen Shillings and seven pence. Ex^{is} 29th Sept. 1762

William Utley of Suffield in the County of Hampshire yeoman plt. vs Ezechiel Utley of Granville in s^d County yeoman deft. in a plea of the Case wherein y^e plt. demands nine pounds 14/2 which the Deft. on the 15th Day of April 1761 by his note promised the plt. by the 20th of s^d April with interest but has never paid - the plt. appears - The Deft. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the deft. Ten pounds Six Shillings and nine pence lawful money Dam^s Cost of Court taxed at thirty five Shillings and a penny - Ex^{is} 12th Nov. 1762

William Utley of Suffield in the County of Hampshire yeoman plt. vs Edmund Barlow of Granville in s^d County yeoman deft. in a plea of the Case wherein the plt. demands seven pounds 7/6 which the Deft. by his note on the 18th of November last promised the plt. on the 18th of Feb^y then next with y^e Interest but hath never paid it - the plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. do recover against the Deft. Seven pounds Sixteen Shillings and a penny half penny lawful money Damages Cost of Court taxed Thirty four Shillings & five pence. Ex^{is} 27th Oct. 1762

William Utley of Suffield in the County of Hampshire yeoman plt. vs Gould Stockwell of Springfield in the same County yeoman deft. in a plea of the Case wherein y^e plt. demands three pounds 9/7 which the deft. on the 28th of April last. by his note promised the plt. by the first of May then next with the Interest but has never paid it - the plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the deft. Three pounds eleven Shillings and three pence lawful money Damages Cost of Court taxed at thirty two Shillings and three pence - Ex^{is} 27th Oct. 1762

William Utley of Suffield in the County of Hampshire yeoman plt. vs Daniel Grainger of Springfield in the same County yeoman deft. in a plea of the Case wherein the plt. demands six pounds six Shillings and nine pence which the deft. on the 14th Day of April last by his note promised the plt. by the first day of May then next with the Interest but hath never paid to this day - The plt. appears - The Deft. tho' three times publicly called to come into Court makes default of appearance - It is therefore Considered by the Court that the plt. recover against the Deft. Six pounds nine Shillings and ten pence three farthings lawful money Damages and Cost of Court taxed at one pound twelve Shillings and three pence like money - Ex^{is} 27th Oct. 1762

Case at
Law - 9
Colton -

Abiel Deare of Somers in the County of Hampshire yeoman and Esther his wife late Esther Corley p^{ts} vs Solomon Colton of Springfield in the same County yeoman deft. in a plea of the Case wherein the p^{ts} demand Seven pounds 18^{ls} which the Deft. on the 18th of April 1757. by his note promised the p^{ts} either she being then sole and Esther Corley to pay her by the 18th of April then next with the lawful Interest but never paid the same to her while she remained sole nor to p^{ts} since their intermarriage - The p^{ts} appear - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the p^{ts} recover against the Deft. ten pounds Seven Shillings and four pence lawful money Damages & Cost of Court taxed at thirty three Shillings & Seven pence - 22nd 7th Jan^y 1763.

Spencer
vs
Burt

John and William Spencer merchants and Traders in Company both of Boston in the County of Suffolk p^{ts} vs Eleazer Burt of Northampton in the County of Hampshire yeoman deft. in a plea of the Case for that said Eleazer at said Springfield on the 23^d day of June A^d 1759 by his note under his hand of that date well executed for Value received promised the said John and William to pay them Seventy two pounds three Shillings and two pence lawful money on Demand together with lawful Interest for the same till paid And also for that the said Eleazer at s^d Springfield on the first day of August Current was indebted to the said John & Wm in the Sum of thirty four pounds sixteen Shillings and eight pence three farthings like money by book account according to the account annexed to the Writ for divers wares and merchandises before that time sold and delivered by the said John and William to the said Eleazer at his request and in Consideration thereof said Eleazer then and there under took and faithfully promised the said p^{ts} to pay them the same on Demand yet said Eleazer tho' often requested not regarding his said Promises and undertakings has never paid the p^{ts} or either of them either of s^d Sum or any part thereof but contriving to defraud y^e p^{ts} in this particular hath and still unjustly neglects and refuses to pay them the same to their Damage ninety pounds - The p^{ts} by Messrs. Gents their attorney appear - And Eleazer Burt of Northampton in the County of Hampshire Gent^l whose Estate was attached in the Service of the p^{ts} Writ by Joseph Hawley Esq^r his att^r comes into Court and defends &c and says that the p^{ts} Writ is bad and ought to be abated because he says he is a gent^l and ought to have been so called without that that he is a yeoman but in the s^d Writ he is not called a gent^l but a yeoman &c Thereupon the premises being seen and the deft^s plea afores^d in abatement of the p^{ts} Writ afores^d being fully understood it appears to this Court that it is not sufficient to abate the Writ and it is considered that the same be not abated - Saving the ongoing plea the Deft. further says that he never promised in manner and form as the p^{ts} have alleged against him in their Writ - And the p^{ts} refusing to themselves the Liberty to waive this Demurrer and join the Issue tendered by the Deft^s at the Trial of the appeal reply and say y^t that the plea of the Deft. and the matters therein contained are an insufficient answer to the p^{ts} Declaration and that they are not holden by the Law of y^e Land to answer thereto all which they are ready to verify and thereof pray Judgment and Judgment for their Damages Costs - & that Deft. consenting says his Plea is sufficient -

Whereupon alban Singular the Premises being viewed and by the Justices ^{Spooner}
nowhere fully understood inasmuch as it appeareth to the said Justices y^t
the aforesaid plea of the aforesaid Deft by him in manner above pleaded ^{is} ^{Part.}
is in Law good and sufficient to preclude the plt^s from having their action
aforesaid against the afores^d Deft. maintained - It is therefore Considered
that the s^r John and William by their plea afores^d have Nothing but that
for their groundless Claim they be in money & It is further Considered
that the said Pleaser recover against them his Costs & - The plt^s
by their said Att^r appeal from the Judgment of this Court to y^e Sup^r
Court of Judicature to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next and he
recognize with Sureties as the Law directh for the appellants prosecuting
their appeal with Effort as by said Recognizance on file appears -

Thomas Andrews of Ware in the County of Hampshire husbandman plt. vs - ^{Andrews}
Simon Bacon of Ware aforesaid yeoman deft. in a plea of the Case wherein the ^{or}
plt. demands eight pounds 2/4 which the deft. on the nineteenth day of March last ^{Bacon}
by his note promised the plt. to pay him or order on demand with Interest
also fourteen pounds 19/4 which the Deft on the 23^d of June last by his note of
that Date promised y^e plt. to pay him or order on demand with Interest but
has never done it - The plt. appears - The Deft. being three times publicly
called makes default of appearance in Court - It is therefore Considered by the
Court that the plt. recover against the deft. Twenty two pounds two Shillings &
two pence lawful money Damages and Cost of Court taxed at Two pounds
five Shillings and three pence like money

Eliza Pratt of Ware in the County of Hampshire husbandman plt. vs Simon Bacon ^{Pratt}
said Ware yeoman deft. in a plea of the Case wherein the plt. demands two pounds ^{or}
three Shillings and four pence which the Deft. on the eighth of November last by his ^{Bacon}
note promised one Thomas Andrews to pay him or order within three months who
afterwards on the first of March last ordered the same to be paid to the plt. also
one Thousand of good merchantable Rails which the Deft. by his other note on the
1st of Oct^r last promised one Thomas Andrews to deliver to him or his order on the
West side of Long's hill so called or pay him three pounds 6/8 by the first of April then
next who afterwards ordered the same to be paid the plt. & all which is more
fully set forth in the plt. Writ on file - The plt. appears - The Deft. being
three times publicly called makes Default of appearance in Court - It is
therefore Considered by the Court that the said Eliza recover against the said
Simon five pounds five Shillings and nine pence lawful money Damages
& Cost of Court taxed at two pounds five Shill^s & three pence.

William Scott of Palmer in the County of Hampshire Jun^r Gent^l plt. vs Joseph Hinds ^{Scott}
husbandman & Ebenezer Train yeoman both of Greenwich in in y^e same County ^{or}
Deft^s in a plea of the Case wherein the plt. demands two pounds 16/ which y^e ^{Hinds &}
Deft^s by their note on the sixeth of August last past promised the plt. to pay him
or order in one month with y^e lawful Interest but have never done it - The
plt. appears - The Deft^s being three times publicly called make default of
appearance in Court - It is therefore Considered by the Court that the plt. do
recover against the Deft^s two pounds nineteen Shillings and five pence
lawful money Damages and Cost of Court taxed at one pound nineteen Shillings
five pence like money
Ex^{te} in. 30th Sept. 1762 -

34-
Obediah Ward of Palmer in the County of Hampshire yeoman plt. vs Isaac Ward of Amherst in the said County Gent. Def. in a plea of the Case wherein y^e plt. demands nine pounds 12/10 which the Def. on the 3^d of June 1761 by his note promised the plt. to pay him or order on demand with int. but has never done it - The plt. appears - The Def. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Def. ten pounds seven shillings & two pence lawful money damages & Cost of Court of Court taxed at one pound 18/11 -

Colton 2^d Charles Colton 2^d of Springfield in the County of Hampshire plt. vs Joel Cooley of Springfield afores. yeoman Def. in a plea of the Case wherein y^e plt. demands four pounds which the def. on the 30th day of Oct. 1761 by his note promised the plt. by the first of may then next with Interest after three months till paid but has never yet paid - The plt. appears - The Def. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Def. four pounds two shillings and ten pence lawful money Damages and Cost of Court taxed at one pound ten shillings & five pence. Ex. 2^d 2^d Oct. 1762 -

John & Justin Vly John Vly yeoman & Justin Vly Gent. both of Springfield in the County of Hampshire plt. vs Eliakim Cooley Senior of s^d Springfield yeoman Def. in a plea of the Case wherein they demand nine pounds 14s which y^e Def. on the 10th of Sept. 1760 by his note promised to them or their order on Demand with int. - Also seven pounds 13/3⁴ which y^e Def. on the 10th of June last owed the plt. to balance book accounts according to their Airt on file and promised them y^e same on Demand but has never paid either of s^d Sums - The plt. appear. The def. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. do recover against the Def. Eighteen pounds ten shillings and three pence half penny lawful money Damages and Cost of Court taxed at one pound eight shillings and eleven pence - Ex. 2^d 30th Sept. 1762 -

Bliss's Adm^r Luke Bliss gent. & Lewis Bliss gent. both of Springfield in the County of Hampshire Administration on the Estate of Luke Bliss late of s^d Springfield Gent. de^d as they are adm^r as afores. plt. vs John Hillyer of South Hadley in the same County yeoman Def. in a plea that he renders to them in s^d Capacity four pounds 9/6³ which the s^d Luke de^d recovered ag^t the def. at the Inferior Court held at Springfield afores. on the last Tuesday of Aug. 1760 by y^e Consideration of s^d Court for Damages and Cost in an action he bro^t & then pursued ag^t y^e Def. which sum was never yet paid or levied &c. - The plt. appear. The Def. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. in s^d Capacity do recover against the Def. four pounds nine shillings and six pence one farthing lawful money Debt and Cost of Court taxed at one pound eleven shillings & three pence. Ex. 2^d 20th Sept. 1762

Wylsh Tho. Watson of s^d Springfield yeoman in a plea of y^e Case wherein the plt. demand six pounds 18/6 which the Def. on the 25th day of Jan^y 1762 by his note promised to the plt. or their order on Demand with int. yet has never paid the same &c. The plt. appear - The

The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Seven pounds three Shillings and four pence lawful money Damages & Cost of Court taxed at one pound eight Shillings and nine pence. Ex² in² 30th Sept 1762

Daniel Grainger of Springfield in the County of Hampshire yeoman plt. vs James Phillips the Son of S^r Springfield yeoman deft. in a plea of the Case wherein the plt. demands thirty two pounds 4^s which the Deft. on the first of March last by his note for value rec^d. promised the plt. on demand with use but has not paid. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Twenty eight pounds nineteen Shillings lawful money Damages & Cost of Court taxed at thirty Shillings & seven pence.

John Ely yeoman & Justin Ely Gent. both of Springfield in the County of Hampshire plt. vs Timothy Nash of Shutesbury in S^r County yeoman deft. in a plea of 4^s. Case wherein the plt. demand five pounds 4^s which the Deft. on the 23^d of Dec^r 1761 by his note promised the plt. on demand with use also fourteen thousand of good merchantable white pine or Cedar shingles [equal as the plt. say to fourteen Pounds of lawful money] which the Deft. by his other note on the 26th of Feb^y last promised the plt. to pay them or their order by the 15th of June then next with lawful interest but has not paid the same &c. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. nineteen pounds thirteen Shillings & two pence lawful money Damages & Cost of Court taxed at thirty three Shill² and seven pence.

George Pyncheon of Granville in the County of Hampshire Shopkeeper plt. vs Rowell Graves of S^r Granville yeoman deft. in a plea of the Case wherein the plt. demands Twenty five pounds 15^s 7^d which y^e Deft. on the 28th of May last by his note promised the plt. on demand with use yet tho requested hath not paid it. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Twenty Six pounds three Shillings and three pence lawful money Damages & Cost of Court taxed at thirty seven Shill² & seven pence. Ex² in² 30th Sept 1762.

George Pyncheon of Granville in the County of Hampshire Shopkeeper plt. vs James Calhoun of S^r Granville yeoman deft. in a plea of the Case wherein y^e plt. demands four pounds 4^s 4^d which the Deft. on the seventh of April last by his note promised the plt. on demand with Interest but has not paid. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. four pounds six Shillings and four pence lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and seven pence. Ex² in² 30th Sept 1762.

George Pyncheon of Granville in the County of Hampshire Shopkeeper plt. vs Job Whitcomb of S^r Granville yeoman deft. in a plea of the Case wherein the plt. demands twenty four pounds 19^s 7^d 4^d which the Deft. on the 8th of Jan^y last promised the plt. on demand with use but has never paid. The plt. appears. The Deft. being three times publicly called makes Default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Twenty four pounds nine Shillings and a penny one farthing lawful money Damages and Cost of Court taxed at one pound seventeen Shillings and nine pence. Ex² in² 30th Sept 1762.

George Pyncheon of Granville in the County of Hampshire yeoman plt. vs Israel Pyncheon
 Case - vs - Shop living in Province land on the branches of Westfield River so called lying between Mansford and Southampton and is within the County of Hampshire yeoman deft. in a plea of the Case wherein the plt. demands three pounds ten Shillings and five pence one farthing which the deft. on the 13th Day of Jan^y 1762 by his note promised the plt. on Demand with Interest but has not paid. The plt. appears. The Deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Three pounds twelve Shillings & ten pence lawful money Damages and Cost of Court taxed at one pound 17/11² Ex^{is} 30th Sept: 1762

Same
 ag^t
 Grainger George Pyncheon of Granville in the County of Hampshire Shopkeeper plt. vs Seth Grainger of Granville yeoman deft. in a plea of the Case wherein the plt. demands two pounds 15/7^h which the Deft. on the 24th Day of June last owed the plt. for sundry goods and Ware sold y^e Deft. which he promised y^e plt. on Demand yet hath never paid &c. The plt. appears. The Deft. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Two pounds fifteen Shillings and Seven pence half penny lawful money Damages & Cost of Court taxed at one pound 18/3² Ex^{is} 25th of Oct: 1762

Benjamin Colton of Brimfield in the County of Hampshire yeoman plt. vs Emerson Woolcott of Brookfield in the County of Worcester Gent^{le}
 Woolcott Deft. in a plea of the Case wherein the plt. demands five pounds 6/4 which the Deft. on the 23^d of Nov: 1761 by his note promised the plt. within four months but has never paid. The plt. appears. The deft. being three times publicly called to come into Court makes default of Appearance. It is therefore Considered by the Court that the plt. recover against the Deft. five pounds Six Shillings and four pence lawful money Damages and Cost of Court taxed at Two pounds and one penny - Ex^{is} Oct: 27th 1762

James M^r Clister of Infield in the County of Hampshire yeoman plt. vs Seth Lincoln of Western in the County of Worcester yeoman deft. in a plea of the Case for that the Deft. at said Infield on the ninth of June 1761 by one note under his hand well executed for value rec^d promised the plt. to pay him by the name of James M^r Clister of Infield in the County of Hartford the Sum of two hundred and four spanish mill'd dollars, which is sixty one pounds four Shillings in lawful money on demand with lawful Interest till paid yet tho often requested the Deft. hath never fulfilled his said promise but neglects it to the plt. Damage seventy five pounds - The plt. appears. The deft. tho three times publicly called to come into Court makes default of appearance. It is therefore Considered by the Court that the plt. recover against the Deft. fifty one pounds Seven Shillings lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and eleven pence - After all which the said Seth by Daniel Jones Gent^{le} his Attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature &c to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant prosecuting his Appeal with Effect as by s^d Recognizance on file appears -

Uliam Cooley of Springfield in the County of Hampshire yeoman plt. vs Aaron Leonard of Hadley in the same County yeoman Def. in a plea of the Case in which the plt. demands the value of one thousand and an half of Lath and one Thousand of yellow pine boards merchantable in money which he says is five pounds; which the Def. on the 29th of August 1758 by his note promised the plt. to deliver to him on the bank at y. Great falls so called on Demand but never did it - The plt. appears. the Def. being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the plt. recover against the Def. three pounds three Shillings lawful money Dam^s & Cost of Court taxed at one pound 13^{ll}. Ex^{ra} in^o 30th Sept. 1762 -

Aaron Mighill of Drimfield in the County of Hampshire yeoman Adm^ristrator on the Estate of Samuel Mighill late of s^d Drimfield yeoman & Dec^r vs the s^d Aaron is Adm^r as afores^d plt. vs Daniel Miller of Springfield in s^d County Gent. Def. in a plea of the Case for that the said Daniel at s^d Springfield on the eighth day of May 1761 by one note for value rec^d promised the s^d Samuel then living, to pay him five pounds 2^s in Jan^y then next and also for that s^d Daniel at s^d Springfield on the eleventh day of July 1761 by his other note for value rec^d promised the said Samuel he being then alive to pay him thirteen Dollars on Demand with Interest yet tho' often requested the s^d Daniel never fulfilled either of his s^d promises to the said Samuel in his life time nor hath he ever fulfilled his s^d promises to y^t plt, or either of them but unjustly neglects it to the Damage of the s^d Aaron in s^d Capacity nine pounds 10^s. - The parties appear - and the Def. by John Worthington by his atty moves that the Action may be continued to the next Term of this Court & it is continued accordingly -

James McClister of Enfield in the County of Hampshire yeoman plt vs William Patterson of Hadley in s^d County yeoman Def. in a plea of the Case for that the Def. at Hadley afores^d on the 22^d of April 1750 by his note for Value rec^d by the name of William Patterson of Pelham promised the plt. by the name of James McClister of Hadley or order eight pounds 3^s lawful money in two months with interest from y^e Date till paid, yet tho' often requested he has never fulfilled s^d promise but neglects it to y^t plt. Damage fifteen pounds - The plt. by Cornelius Jones Gent. his Attorney appears - And William Patterson of Pelham in s^d County whose Estate was attached in y^e Service of the plt. Writ by Daniel Jones Gent. his Att^y moves & Defends & says that the plt. Writ ought to be abated because the s^d W^m says that he is therein called W^m Patterson of Hadley & whereas at y^e Time of the Purchase thereof he was of Pelham and ought to have been so called & - Thereupon the Court having viewed the Promises & considered the same it appears to the Court that y^e Writ is good, and the same is not abated, saving the above plea in abatement the s^d W^m moves and defends & says he never promised in manner and form as the plt. against him has alleged & thereof puts himself on the Country - And the plt. replies and says that the Def^s plea above pleaded and matters therein untain^d is an insufficient Answer to his Declaration & that by Law he is not holden to answer thereto & thereof prays Judgment and Judgment for his Damages and Cost - And the Def. says his plea is sufficient - Thereupon the promises being seen and by the Justices now here fully understood it appears to the s^d Justices that the afores^d plea

plea of the afores^d Def^t. is in Law good & sufficient &c. It is therefore Considered by the Court that the said William recover against the said Barnes Two pounds five Shillings lawful money allowed him by the Court for his Cost & Expenses in defending this Suit. Ex^{te} is^d 27th Sept^r 1762.

Sherman
or
Hodgdon { Beriah Sherman of Brimfield in the County of Hampshire yeoman pl^t.
Ebenezer Hodgdon of South Bailey in the same County yeoman Def^t. in a plea of the Case wherein the pl^t. demands three pounds 10^s. which the Def^t. on the 18th of March 1761 by his note promised the Pl^t. to pay him or order by the 18th of June then next yet has never paid it - The pl^t. appears - The Def^t. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the pl^t. recover against the def^t. three pounds ten Shillings lawful money Damages and Cost of Court taxed at one pound eighteen Shill^{ings} eight pence. Ex^{te} is^d 30th Sept^r 1762.

Wood
or
Owen { Jonathan Wood of New Braintree so called in the County of Worcester yeoman
Pl^t. or Daniel Owen of New Salem so called in the County of Hampsh^{ire} yeoman
Def^t. in a plea of the Case wherein the Pl^t. demands sixteen pounds 0^s. which the Def^t. on the 3^d day of March 1759 by his note promised one James Robinson to pay him or order by the first of Oct^r then next with Interest Who afterwards on y^e. 20th of Feb^r 1761 ordered y^e. Contents of^d note to be paid the pl^t. yet the Def^t. hath never done it - The pl^t. appears - The Def^t. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the pl^t. recover against the Def^t. nineteen pounds Seventeen Shillings and five pence lawful money Damages and Cost of Court taxed at Two pounds three Shillings Eleven pence.

Warner
or
Harmon { Jesse Warner of Springfield in the County of Hampshire yeoman pl^t. or
Daniel Harmon of Springfield afores^d yeoman Def^t. in a plea of the Case for that the Def^t. at said Springfield on the first Day of August instant owes the pl^t. two pounds 17^s. for Labour done by the Pl^t. for the Def^t. before that time according to y^e. Account annexed to the Writ and then and there promised the pl^t. to pay him said Sum or Demand yet the Def^t. tho' often requested hath never paid the same & as by y^e. Writ on file bearing date the sixteenth of August current more fully appears - The parties appear and agree to refer this Case - The pl^t. chooses Caleb Cooley yeoman the Def^t. chooses Benjamin Wait yeoman and the Court appoint Ebenezer Warner yeoman all of^d Springfield who are to hear the Parties consider the Case and make Report to this Court at this Term or at y^e. next Term thereof that shall be after they said Referees shall have Considered the same and the Case lies in y^e. mean time - And now at this same Term the said Referees come into Court and Report to this Court that they having heard y^e. Parties and Considered the Case adjudge that the said Daniel pay the pl^t. the Sum sued for being two pounds seventeen Shillings and Cost of Court and also six Shillings to the Referees for their Trouble - And the said Report is accepted - It is therefore Considered by the Court that the said Jesse do recover against the said Daniel Two pounds Seventeen Shillings lawful money Damages and Cost of Court taxed at one pound sixteen Shillings and nine pence like money. Ex^{te} is^d 30th Sept^r 1762.

Timothy Scott of Windsor in the County of Hartford in the Colony of Connecticut in New England yeoman plt. vs Hazeiah Read of Chesterfield in the County of Hampshire yeoman def. in a plea of the Case wherein the plt. demands Seventeen pounds 7/6d & is equal as the plt. says to two pounds 6/4 lawful money, which the Def. on the 14th day of January 1755 by his note promised the plt. to pay him on the first of Feb^y then next with Interest till paid Also 46/3 which the Def. on the 26th of Feb^y 1759 by his other note promised the plt. on Demand. Yet has never paid the same & The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Def. Three pounds eight shillings and two pence lawful money Damages & Cost of Court taxed at one pound 10/5. Ex^{is} 22nd Sept. 1762.

James M^r Clister of Rufford in the County of Hampshire yeoman plt. vs Timothy M^r Clister of Bullards District in the County of Worcester yeoman def. in a plea of the Case wherein the plt. demands nineteen pounds which the Def. on the 24th of March 1761 by his note promised the plt. within three months and the Interest afterwards till paid but he has never paid it. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. Eighteen pounds three shillings and four pence lawful money Damages and Cost of Court taxed at one pound Eighteen shillings and nine pence. Ex^{is} 7th Jan^y 1763.

Stone Mills of Windsor in the County of Hartford in the Colony of Connecticut in New England yeoman plt. vs Hazeiah Read of Chesterfield in the County of Hampshire yeoman def. in a plea of the Case wherein the plt. demands three pounds 14/10 which the Def. on the 14th of July 1750 by his note promised the plt. on Demand with use but has not yet paid. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Def. four pounds Eleven shillings and Seven pence lawful money Damages & Cost of Court taxed at one pound 10/5. Ex^{is} 22nd Sept. 1762.

John Isham of Windsor in the County of Hartford in the Colony of Connecticut in New England yeoman plt. vs Moses Taylor of South Hadley in the County of Hampshire yeoman def. in a plea of the Case wherein the plt. demands Seventeen pounds 15/7 which the Def. on the 25th of Dec^r 1761 by his note promised the plt. by the first of May then next with Interest but has not paid it. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Def. Eighteen pounds nine shillings & a penny one farthing lawful money Damages & Cost of Court taxed at 35/11. Ex^{is} 20th Sept. 1762.

Benjamin Ashley of Springfield in the County of Hampshire yeoman plt. vs Moses Ball of Springfield yeoman def. in a plea of the Case wherein the plt. demands 38/8 money which the Def. on the 15th of January 1760 by his note promised the plt. on Demand with use but hath not paid. The plt. appears. The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Def. Two pounds four shillings and Eleven pence lawful money Damages & Cost of Court taxed at one pound Eleven shillings and five pence. Ex^{is} 30th Sept. 1762.

Ashley
vs
Shaw

Benjamin Ashley of Springfield in the County of Hampshire yeoman plt. vs William Shaw of Salmer in the same County yeoman Def. in a plea of the Case for that y^e Def. at said Springfield on the first day of June last owed the plt. the sum of Twenty four pounds Six Shillings for grain and keeping Cattle according to the account annexed to the Writ and then and there promised the plt. to pay the said sum to him on demand yet the Def. tho' often thereto requested never paid the same but unjustly neglected it to the damage of the s^d Plt. as he says thirty pounds. The parties appear. And the s^d W^{rit} by In^o Worthington and Joseph Hawley Esq^r his attorneys comes and defends and says that the plt. ought not to have his action any further maintained against him because he says that on the Tenth day of August instant at Springfield afores^d he y^e Def. tendered to the plt. the sum of Six pounds eighteen Shillings lawful money in full Satisfaction of his whole debt to the plt. and all the Costs y^e plt. had incurred and expended in this action being the full amount of the sum of the four first Articles of the s^d Account and the Cost then expended by the plt. which sum the plt. then and there accepted without that that the Def. owed the plt. any other or further part of the sum which the plt. has in his Writ alleged that the Def. owed him all which he is ready to verify and thereof the Def. prays Judgment and that the plt. of his said Action may be barred. And the plt. by Cornelius Jones gent. his att^r replies & says that he ought not to be barred of having and maintaining his action against the Def. by any thing in the foregoing plea alleged for that the plt. rec^d of the Def. said Six pounds 18s. in the Def.^s plea afores^d mentioned only in Satisfaction of the four first Articles in said account mentioned and for his Cost expended in his said Suit before the s^d twelfth day of August instant and not in full Satisfaction of what is due from the Def. to the plt. for the articles on the Acit annexed to the plt. Writ and that the other articles charged in the plt. said Account are just and true and that there stills remains due and owing from the Def. to the plt. eighteen pounds for the other articles charged by the plt. ag^t the Def. on said account exclusive of the said four first Articles mentioned in the Def.^s plea afores^d. And this he prays may be inquired of by the Country. And the Def. likewise doth the same. After a full hearing this Case was committed to the Jury Mr. Moser Field foreman and fellows who afterwards viz now at this Term return their Verdict on Oath that they find for y^e Plt. Six pounds nine Shillings and four pence Damages and Cost of Court. It is therefore Considered by the Court that the s^d Benjamin recover ag^t the said William Six pounds nine Shillings and four pence lawful money Damages and Cost of this Suit.

The Def. appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next. and recognises with Sureties as the Law directs to prosecute his appeal with Effect there as by said Recognizance on file it appeareth.

Miller 2^d vs Ashley 2^d Thomas Miller the Second of Springfield in the County of Hampshire yeoman plt. vs Joseph Ashley the second of s^d Springfield yeoman Def. in a plea of the Case wherein the plt. demands twenty six pounds 6s which the Def. on the 20th day of April 1765 by his note promised the plt. to pay him or order by the 20th of July then next with the Interest but hath never paid the same. The

The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Deft. Twenty four pounds Seventeen Shillings lawful money Damages & Cost of Court taxed at one pound Eleven Shillings and nine pence

Elisha Kibbe Gent^r and Zerah Kibbe yeoman both of Somers in the County of Hampshire plt^s vs Jonathan Sprage of Hanttown so called in the same County yeoman def^t in a plea of the Case wherein the plt^s demand five pounds & which the def^t on the first of Jan^y 1761 owed the plt^s for sundry goods and Wares and promised them on demand but has never paid them & - The plt^s appear - The def^t. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the plt^s do recover against the Def^t. five pounds one Shilling lawful money Damages and Cost of Court taxed at two pounds & 19^d

John Spelman of Lyanville in the County of Hampshire yeoman plt vs Joseph Miller of s^d Lyanville yeoman def^t in a plea of the Case for that the def^t at said Lyanville on the twelfth day of August instant owed the plt. nineteen pounds 14^s 4^d to balance accounts for sundry articles of account according to the Account annexed to the Writ and then and there promised the plt. to pay him the same on Demand yet the Def^t. who often thereto requested hath never paid the same or any part thereof but unjustly refuses to do it to the Damage of the s^d John Twenty two pounds - The plt. by Cornelius Jones gent^r his Att^r appears - And the within named def^t. by Joseph Hawley Esq^r his Att^r. corner and defender & and says that he owes the plt. nothing in manner and form as the plt. in his Writ has alledged and thereof puts himself on y^e Country And the plt. refusing Liberty to waive his demurrer on the Trial on y^e appeal and join the Issue tendered says the Def^t's plea aforesaid and the matter therein contained is an insufficient answer to his Declaration and by y^e Law of the Land he is not holden to answer thereto And thereof prays Judgment & Judgment for his Damages and Cost - And the Def^t. says his plea is sufficient. Thereupon the premises being seen and by the Justices now here fully understood it appears to the said Justices that the afores^d plea of the aforesaid Def^t. is in Law good and sufficient & It is therefore Considered that the said John have nothing by his plea afores^d - but & And it is further Considered that the s^d Joseph recover against the said John Cost of Court -

The plt. by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizeth with Sureties as the Law directs for y^e appellants prosecuting his appeal with Effect as by said Recognizance on file appears -

Ephraim Pease of Infield in the County of Hampshire Gent^r plt. vs Parker Pease of Somers in the same County yeoman def^t in a plea of the Case wherein the plt. demand thirteen pounds 14^s which the Def^t. on the Thirsd of March 1762 by his note promised the plt. on Demand with Interest but has never paid - The plt. appears - The def^t. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def^t. fourteen pounds two Shillings and a penny lawful money Damages and Cost of Court taxed at one pound ten Shill. and Eleven pence like money -

Cost is. 30th Sept. 1762.

Fowler } Biddad Fowler of Westfield in the County of Hampshire yeoman plt. v. Graves
 17 } Graves of Cranville in the same County yeoman def. in a plea of the Case wherein
 the plt. demands ten pounds 12s which the Def. on the 14th of July 1762 by his
 note promised the plt. to pay him on order on demand with use but has not paid
 the same. The plt. appears. The Def. being three times publicly called makes
 default of appearance in Court. It is therefore Considered by the Court that
 the plt. do recover against the Def. ten pounds thirteen Shillings and eight
 pence lawful money Damages and Cost of Court taxed at one pound fourteen
 Shillings and seven pence like money Ex^{is} 30th Sept. 1762

Colton 2 } Charles Colton the younger of Springfield in the County of Hampsh^r yeoman
 17 } plt. v. George Cooley of Somers in the same County Gent. Def. in a plea of the
 Case wherein the plt. demands six pounds which the Def. on the 14th of Jan^y
 last by his note promised the plt. to pay him in good merchantable wool at
 the current market price to be delivered at Longmeadow by the fifteenth of
 July then next but hath never paid of same. The plt. appears. The def.
 being three times publicly called makes default of appearance in Court.
 It is therefore Considered by the Court that the plt. do recover against the Def.
 six pounds lawful money Damages and Cost of Court taxed at one pound
 twelve Shillings and three pence like money Ex^{is} 2^d Oct. 1762

Mirick } Benjamin Mirick of Brimfield in the County of Hampshire Gent. plt. v. Sam^l
 17 } Day of Springfield in the same County Gent. Def. in a plea of the Case wherein
 the plt. demands six pounds 12s which the def. on the second of May 1760. by
 his note promised the plt. to pay him on Demand with Interest also of
 Sum of nine pounds which the Def. on the 26th of Dec. 1760 by his other note
 promised the plt. on Demand with use but has never paid of same. -
 The plt. appears. The def. being three times publicly called makes default
 of appearance in Court. It is therefore Considered by the Court that the
 plt. do recover against the Def. seventeen pounds eight Shillings & four
 pence lawful money Damages and Cost of Court taxed at two pounds nine pence

Stedman } Thineas Stedman of Springfield yeoman plt. v. Joel Ely of Springfield
 17 } Ely yeoman def. in a plea of the Case demanding four pounds 15s which of def.
 on the sixteenth of June last promised by his note to pay of plt. in Shingles
 at the market price in eight Days &c. - The plt. in this Case being three
 times publicly called to come into Court is nonsuit and the Def. likewise
 defaulted and the Action is accordingly dismissed

Pyncheon } George Pyncheon of Springfield in the County of Hampshire Gent. Def. v.
 17 } Glover of Springfield yeoman Def. in a plea of the Case wherein
 the plt. demands two pounds 8s which the def. on the Twentieth of August 1756
 by his note promised the plt. on demand with use also the Sum of 15s which of
 def. by his other note on the 25th of Oct. 1756. promised the plt. on demand
 with use. And also three pounds 8s which the def. by his other note on the
 26th of April 1758 promised the plt. to pay him on order on demand with use
 but has never performed his promises. - The plt. appears. The Def. being
 three times publicly called makes default of appearance in Court. It is
 therefore Considered by the Court that the plt. recover against the Def. the
 sum of eight pounds ten Shillings and four pence lawful money Dam^s & Cost
 of Court taxed at one pound nine Shill^s & three pence. Ex^{is} 30th Sept. 1762.

Timothy Dwight of Northampton in the County of Hampshire Esq. Judge of the pro-
bate of Wills and granting Administrations in said County plt. vs Isaac Davis of ^{The Superior}
Greenwich in the same County yeoman Def. in a plea that the Def. owes to the P^t. ¹⁷
Timothy five hundred pounds which he owes the s^d Timothy and by his bond dated Davis-
the 10th of April in the 22^d year of his late majesty's Reign bound Himself to the
said Timothy to pay him on demand but has not paid - The plt. appears -
The Def. being three times publicly called to come into Court makes default of
Appearance - It is therefore Considered by the Court that the said Timothy in
said Capacity recover against the said Isaac forty pounds six shillings and
three pence lawful money being the Chancery of the said bond Debt and Cost of suit
taxed at two pounds one shilling & one penny - Ex² is 24th Nov. 1762 -

Nisha Parks of Westfield in the County of Hampshire Gent. plt. vs David Bagg^{late} ^{Parks}
D^{an}ford in the same County yeoman Def. in a plea of the Case wherein the plt. demands ¹¹
ninety three pounds 3¹/₄ which the Def. on the 13th of April last by his note promised ^{Bagg}
the plt. to pay him or his order on demand with use but hath not paid - The plt.
appears - The Def. being three times publicly called makes default of appearance
in Court - It is therefore Considered by the Court that the plt. recover against the
Def. ninety five pounds six shillings and nine pence lawful money Damages & Cost
of Court taxed at one pound fourteen shill. & nine pence - Ex² is 10th Nov. 1762 -

John Moor the Third of Palmer in the County of Hampshire yeoman plt. vs Tim² ^{Moor 3^d}
McElwain of s^d Palmer yeoman Def. in a plea of the Case for that s^d Timothy at ¹¹
said Springfield on the Sixth of March 1761 by his note for value rec^d promised ^{McElwain}
said John to pay him or order fifteen pounds lawful money on or before the 6th
day of November then next with lawful Interest for the same till paid yet tho'
often requested said Timothy hath not paid the same or any part thereof
but unjustly neglects it to the damage of the P^t £10 - The plt. by John
Worthington Esq. his Att^r appears - And the Def. by Cornelius Jones Gent. his
attorney comes and defends and says that he never committed the trespass
complained of in the P^t. De² and thereof puts in a Denial and the plt. says
that the plea afores^d by the Def. above pleaded and the matter in the same
contained is an insufficient answer to his Declaration to which he has no
necessity nor is he held by the Law of the Land in any manner to answer &
that he is ready to verify and thereof he prays Judgment and Judgment for
his Damages and Cost - And the Def. says his plea is sufficient - Thereupon
the promises being seen and by the Justice now here fully understood it
appears to the said Justices that the afores^d plea of the afores^d Def. is not
in Law good & - It is therefore Considered by the Court that the plt. do
recover against the Def. sixteen pounds seven shillings lawful money
Damages and Cost of Court taxed at one pound sixteen shill. & six pence -
The Def. by his said Attorney appeals from the Judgment of this Court to
the Superior Court of Judicature & to be holden at Springfield within 8
for the County of Hampshire on the fourth Tuesday of September next and
he recognizes with Sureties as the Law directs for the Appellant's prosecute
his appeal with Effect as by said Recognizance on file appears -

Samuel Rose of Weatherfield in the County of Hartford and Colony of Connat^{ic} ^{Rose &}
ut yeoman & James Col^l - ... 11. of Middle^{sex} in the same County yeoman plt² ¹¹
vs Stephen Dewey of Sheffield in the County of Berkshire Gent. Def. ^{Dewey}
in

34.
Rose dal
Dewey

in a plea of the Case for that whereas at said Springfield on the fourth day of March 1768 one Phinehas Smith of sd Sheffield by his note of that date for Value rec^d promised the plt^s to pay them two hundred and fifty six pounds money on Demand with Interest for the same till paid And also the said Phinehas then and there by his other note of the same Date promised the plt^s for Value rec^d to pay them one hundred pounds lawful money on Demand with Interest therefor till paid And afterwards viz on the 26th day of May then next following (the contents of the said notes being wholly unpaid) the Plaintiffs at said Springfield purchased a Writ of Attachment from the Clerk's Office of the Inferior Court of Common Pleas for the said County of Hampshire in form as the Law of this province in that Case requires against the said Phinehas Smith on the notes aforesaid deputed to the Sheriff of the said County of Hampshire his under Sheriff or deputy by which Writ the said Sheriff his under Sheriff or deputy was commanded to attach the Goods or Estate of the said Phinehas to the Value of four hundred pounds and for want thereof to take the body of the sd Phinehas if he might be found in their precinct? and him safely keep so that they might have him before the Justices of the Inferior Court of Common Pleas then next to be holden at said Springfield on the last Tuesday of August then next ensuing then and there in sd Court to answer unto y^e plt^s in a plea of the Case for that (as the plt^s therein declared) the sd Phinehas at said Springfield on said fourth day of March 1768 by his said note for Value received promised them to pay them two hundred and fifty six pounds lawful money on Demand with Interest till paid and at the same time and place by his other note promised them to pay them one hundred pounds on Demand with interest as aforesaid and that tho' often requested the said Phinehas had never paid them the said Sums or any part thereof but unjustly neglected it to their Damage as they said four hundred pounds which they proposed in said Court to make appear with other due Damages And by the same Writ the said Sheriff his under Sheriff or Deputy was commanded to have the same Writ in the said Court on the said last Tuesday of August with their Doings therein - And the plt^s say that afterwards viz on the first day of June then next following the sd Town of Sheffield then and long after being within the sd County of Hampshire) the Plaintiffs delivered the said Writ of Attachment against sd Phinehas to the said Stephen Dewey then and long before & afterwards a Deputy Sheriff under Oliver Wadbridge Esq Sheriff of the said County of Hampshire aforesaid in due form of Law to be executed & returned And the plt^s further say that the said Phinehas Smith had then at sd Sheffield in the said County of Hampshire good and Estate much more than sufficient to pay and satisfy the Sum sued for by y^e plt^s as aforesaid And that they then and there shewed the sd Stephen Good and Estate of the said Phinehas to the Value of four hundred pounds & then and there requested said Stephen to attach the same Goods & Estate & the same to keep safely for Security to satisfy the Judgment which the plt^s might recover against said Phinehas in the plea aforesaid so as aforesaid commenced against him And the plt^s say that the said Stephen then and there attached the same Goods of the sd Phinehas

for the Purpose aforesaid by Virtue of the pl^t's Writ aforesaid ag^t R. Phinehas
And then and there had the same Goods in his Possession and ought to have kept the same for Security as aforesaid in safe Custody and to have made a proper Return of the same Writ and of his Doings therein - Nevertheless the said Stephen in Contempt of the Law his Oath Duty and the King's Commands and with Design herein the pl^t's Writs are and abuse and of the Recovery of their Dues as aforesaid wholly to deprive by Collusion between him and the said Phinehas then and there permitted and suffered the said Phinehas and others to take the same Goods (so attached as aforesaid) out of his Possession and dispose of the same as they pleased And the said Stephen did not attach any other Estate by Virtue of said Writ or any other wise execute the same but willingly voluntarily and fraudulently omitted & neglected to make any Return of said Writ or his Doings therein unto the s^d Inferior Court of Common Pleas holden at said Springfield on said last Tuesday of August last past as he was commanded as aforesaid by which Misfeasance and neglect of said Stephen the pl^t's have wholly lost the benefit of the said Process and their said Notes ag^t said Phinehas and all their Expence of time and money in pursuing the said Process And the said Misfeasance and negligence of the said Stephen as aforesaid is to their Damage as they say five hundred pounds - The pl^t's by John Worthington Esq^r their Att^r appear - And the said Stephen by Joseph Hawley Esq^r his Att^r comes into Court & defends & and says that he is not guilty in manner and form as the pl^t's in their Writ against him have alleged and thereof puts himself on the Country - And the pl^t's likewise do the same - After a full hearing the Case was committed to the Jury Mr. Moses Field foreman & fellows who afterwards now at this same Term return their Verdict on oath that they find for the Deft. Cost of Court - It is therefore Considered by the Court that the said Stephen do recover against the said Samuel and James Three pounds Eighteen Shill^{ings} and four pence lawful money allowed him by the Court for his Costs and Expenses in defending this Suit and he may have his Execution thereof - Doⁿ 2^d 30th Sept. 1762.

Isaiah yeoman and Benjamin Leonard Jun^r yeoman both of Springfield in the County of Hampshire pl^t's vs Seth Smith of Suffield in the County of Hampshire Deft. in a plea of the Case for that said Seth at s^d Springfield on the Sixth of Sept^r last being justly indebted to the pl^t's fifty two Shill^{ings} and six pence for five Thousand of eight penny Nails then and there sold him by the pl^t's at his request He the said Seth there afterwards viz on s^d Sixth day of Sept^r in Consideration thereof promised the pl^t's to pay them the same on demand yet said Seth tho' often requested hath never paid the same or any part thereof but unjustly neglects to do it to their Damage Three pounds - The pl^t's by John Worthington Esq^r their Att^r appear - And Seth Smith y^r younger of s^d Suffield whose Estate was attached in the Service of the pl^t's Writ by Com^r Jones gent. his att^r comes into Court and defends & for plea saith the pl^t's Writ is bad and ought to be abated for that at the time of the purchase & Service of the same there were and now the two persons belonging to s^d Suffield named Seth Smith and that the Deft is the younger of the two and that he bought

Wright
Bacon

to have been called in the p^lt^t Writ Seth Smith the younger and not to have been sued by the name of Seth Smith only & and thin he is ready to verify - Thereupon the p^lt^t being seen and by the Justice now here fully understood it appears that the p^lt^t Writ is bad & and it is considered that the same be abated - It is also considered that the D^ef^t recover against the p^lt^t sixteen shillings and six pence lawful money allowed him for his Costs &c

Wright
Bacon

Simon Wright of Western in the County of Worcester Esq. p^lt. vs Simon Bacon of Ware in the County of Hampshire yeoman D^ef^t. in a plea of the Case wherein the p^lt^t demands 4^l 16^s 6^d which the d^ef^t on the 17th of March last by his note promised the p^lt^t to pay him or his order on demand with us^t but has not paid - The p^lt^t appears - The D^ef^t being three times publicly called makes Default of Appearance in Court - It is therefore considered by the Court that the p^lt^t recover ag^t the D^ef^t only five shillings and eight pence half penny lawful money Damages & Cost of Court taxed at one pound nineteen shillings & eleven pence. Ex^t is 10th Dec^r 1762 -

Shaw
A. Key

William Shaw of Palmer in the County of Hampshire yeoman p^lt. vs Benjamin Ashley of Springfield in said County yeoman D^ef^t. in a plea of the Case for that B^en^j at said Springfield on the fifteenth day of March last being justly indebted to the said William nineteen pounds 4^s for nine heads of neat cattle then & there sold and delivered him by said William at said Benjamin's special Instance & request he the said Benjamin there afterwards viz the same fifteenth day of March last assumed on himself and to the said William faithfully promised to pay him said Sum of nineteen pounds 4^s whenever he should be thereto required y^t said Benjamin tho' often thereto requested and particularly at S^r Springfield on the sixteenth day of said March hath not paid the same or any part thereof but unjustly neglects it to the Damage of the p^lt^t William 22^s -

The p^lt^t appears - And the D^ef^t by Cornelius Jones Gent. his attorney comes & defends and for plea saith that he never promised in manner and form as the p^lt^t in his Declaration against him hath alleged and thereof puts himself on the Country And the p^lt^t likewise doth the same - The Evidence in this Case being produced in Court and the parties fully heard thereon & all things touching the Case being fully disposed it was committed to 9 Jury M^r Mejer Field foreman and 8 others who afterwards now at this same Term return their Verdict on Oath that they find for the p^lt^t twelve pounds four shillings damages and Cost of Court - It is therefore considered by the Court that the said William recover against the said Benjamin twelve pounds four shillings lawful money Damages and Cost of Court -

The p^lt^t appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next And he recognizes with Sureties as the Law directs to prosecute his appeal with Effect as by the said Recognizance on file appears -

The D^ef^t by his said Attorney also appeals from the Judgment of this Court to the same Superior Court to be held as afores^d and he recognizes with Sureties as the Law directs for the said Benjamin prosecuting his appeal with effect there as by his said Recognizance on file it also appeareth -

Jeremiah Chapin of South Hadley in the County of Hampshire yeoman plt or
William Baxter of Greenwich in the County of Hampshire yeoman deft. in a ^{Chapin}
plea of the Case wherein the plt. demands nineteen pounds 11/9 which the deft. ^{Baxter}
on the 29th of February 1761 by his note promised the plt. on the 25th of December
then next and also twenty four pounds 10/1 which the deft. by his other note on
the 19th of Nov: 1761 promised the plt. by the Tenth Day of December then next with
the lawful Interest but hath never performed either of his said Promises -
The plt. appears - The deft. being three times publicly called makes default
of Appearance in Court. It is therefore Considered by the Court that y^e
plt. recover against the deft. forty five pounds fourteen Shillings and two
farthings Lawful money Damages and Cost of Court taxed at one pound
Sixteen Shillings and eight pence like money

William Eastman of South Hadley in the County of Hampshire yeoman
plt. or Israel Town of Belcherstown in the same County yeoman deft. in ^{Eastman}
a plea of the Case wherein the plt. demands 30/ which the deft. on the seventh ^{Town}
of July 1758 by his note promised the plt. within two months with the
Interest - Also the Sum of 46/7 which y^e deft. on y^e 9th of April 1760 by his
other note promised the plt. on demand with Interest - And also the Sum
of 32/ which y^e deft. on the 20th of April last by his other note promised the
plt. on demand with Interest but has never paid either y^e 2^d Sum or
The plt. appears. The deft. being three times publicly called makes default
of Appearance in Court. It is therefore Considered by the Court that y^e plt.
recover against the deft. four pounds fourteen Shillings one farthing
lawful money Damages & Cost of Court taxed at 35/2. Is: is 4th Oct: 1762.

William Eastman of South Hadley in the County of Hampshire yeoman
plt. or Walter Fairfield of Belcherstown in s^d County yeoman and Joseph ^{Same}
Smith of the same place yeoman deft. in a plea of the Case for that s^d Walter ^{ag^t}
and s^d Joseph at s^d Springfield on the Seventh Day of July last by their ^{Fairfield}
note for Value received promised the plt. to pay him twenty four pounds ^{Smith}
fifteen Shillings within one month from the date of said note with
lawful Interest for the same till paid yet said Walter and Joseph tho'
often requested have not paid the same nor either of them, nor any part
thereof but they unjustly neglect it to the plt. Damage £28 -
The parties appear. And the s^d Walter moves and moves that this action
may be dismissed and the deft. discharged from the payment of the Sum
mentioned in the plt. De: afores^d which the plt. declares is due by virtue
of the Note afores^d because the s^d Walter says that there is secured to be paid
to the s^d William by the note afores^d for the forbearance of the payment of
the Sum mentioned in s^d Note more than at the Rate of Six pounds for
the forbearance of one hundred pounds for a year and he is now here in
Court ready to make oath to the same - And the s^d William says there is
not secured to be paid him by y^e note aforesaid more than at the rate of
Six pounds in the hundred for y^e forbearance of the same &c The parties in
this Case are not required by the Court to take y^e Oath the Law prescribes in
such Cases. And after a full hearing Inasmuch as it appears to the Court
that the plt. has not secured to be paid him by the said note more than
at the Rate of Six pounds in the hundred for the forbearance &c

It is therefore Considered by the Court that the said William recover agt the said Walter and P. Joseph Twenty four pounds nineteen Shillings and ten pence three farthings lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and two pence like money. The Deft^s appeal from the Judgment of this Court to the next Superior Court of Jurisdiction to be holden at Springfield within and for the County of Hampshire aforesaid on the fourth Tuesday of September next and recognize with Sureties as the Law directs to prosecute the appeal with Effect as by said Recognizance appears on file.

Ely
v
Dumbleton
Isaac Ely of Springfield in the County of Hampshire yeoman plt. vs Samuel Dumbleton of the same Springfield yeoman Deft. in a plea of the Case wherein the plt. demands 20s. which the Deft. by his note on the 4th of June 1761 promised the plt. within four months with the Interest. Also 20/10 which the Deft. on the Eleventh of August 1761 by his other note promised the plt. on demand with Interest. Also 33/3 which the Deft. by his other note of the last mentioned date promised the plt. on Demand with Interest And also 29/2 which the Deft. on the same eleventh of August by his other note promised the plt. on demand with Interest. He has never paid either of said Sums. The plt. appears. The Deft. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Seven pounds and ten pence three farthings lawful money Damages & Cost of Court taxed at one pound ten Shillings & three pence.

Mary
v
Munger
Elijah Mary of Starbridge in the County of Worcester yeoman plt. vs Unathan Munger of Brimfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the plt. demands two pounds 7/5 1/4 which the Deft. on the eighth day of December last owed the plt. for divers Wares & Merchandizes and then promised him on demand but has not paid. The plt. appears. The Deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Forty seven Shillings and five pence one farthing lawful money Dam. & Cost of Court taxed at forty two Shillings & three pence.

Noble
v
Blair
James Noble of Hebron in the County of Hartford and Colony of Connecticut yeoman plt. vs Robert Blair of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the plt. demands Sixty pounds which the Deft. on the 16th of March 1761 by his note promised the plt. by the Sixteenth of March last with the Interest but hath not paid. The plt. appears. The Deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. fifty eight pounds twelve Shillings and four pence lawful money Damages and Cost of Court taxed at forty two Shillings and eleven pence. See it is? 4th Oct. 1762.

White's
Dec^r
v
Lamb
John Worthington Esq^r and Robert Breke Jun^r Gent. both of Springfield in the County of Hampshire Executors of the last Will and Testament of Jacob White Gent. late of said Springfield deceased plt. vs George Lamb of Springfield aforesaid Deft. in a plea of the Case for that s^d George at said Springfield on the fifth day of May 1761 by his note for Value rec^d promised said Jacob then living to pay him fifty one Shillings lawful

lawful money on demand together with lawful Interest therefor till paid and also for that said George at said Springfield on the first day of August 1760 in Consideration that said Jacob at the Request of him said George gave up to him said George his note to said Jacob on which note there remained due and unpaid the Sum of five Shillings and four pence promised said Jacob to pay him the same on demand yet said George never paid said Jacob either of said Sum or any part thereof in his life time nor hath he paid the same or any part thereof to the plt^s since said Jacob's Death but hitherto hath and still doth neglect to do it tho' often thereto requested to the plt^s Damage as they say Three pounds - The plt^s appear - The Def^t tho' three times publicly called to come into Court doth not come but makes Default of appearance in Court - It is therefore Considered by the Court that the said John & Robert in their said Capacity do recover against the said George three pounds and nine pence hal^f penny lawful money Damages and Cost of Court taxed at one pound eight Shillings and three pence - After all which the said George by Daniel Jones gent^l his attorney comes into this Court and appeals from the judgment of the Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognizeth with Sureties as the Law directs for the appellants prosecuting this appeal with Effect as by said Recognizance on file appears -

Luke Bliss Gent. and Lewis Bliss Gent. both of Springfield in the County of Hampshire Administrators on the Estate of Luke Bliss late of s^d Springfield gent^l Dec^d plt^s vs Samuel Glover of Springfield afor^d yeoman Def^t in a plea that he owes to them Sixteen pounds 7/8¹/₄ which from them he unjustly detains and which the s^d Luke Dec^d being then living at the Inferior Court of Common pleas held at s^d Springfield on the Last Tuesday of August in y^e 1st Year of his late Majesty's Reign upon the suit of y^e s^d Luke there brought by the Consideration of the same Court recovered against the said Samuel for his Damages and Cost s^d as by the Writ on file fully appears - The plt^s appear - The Def^t being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt^s in their said Capacity do recover against the Def^t sixteen pounds Seven Shillings and eight pence one farthing lawful money Debt & Cost of Court taxed at Twenty eight Shillings and three pence. Ex^{ca} i^o 4th Oct^r 1762.

Thomas Colton of Springfield yeoman and Joseph Colton of Monson yeoman both in the County of Hampshire Executors of the last Will and Testament of Thomas Colton late of Springfield afor^d Gent^l Dec^d plt^s vs John Hills of said Springfield yeoman Def^t in a plea of the Case wherein they demand Twenty pounds which y^e Def^t on the 3^d of March 1759 by his note promised the s^d Thomas the Testator to pay him in one year with the Interest thereof till paid yet he never paid it to the s^d Testator nor to the plt^s - The plt^s appear - The Def^t being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt^s as Executors as afor^d do recover against the Def^t fifteen pounds one Shilling and three pence lawful money Damages and Cost of Court taxed at one pound fourteen Shillings and eleven pence. Ex^{ca} i^o 4th Oct^r 1762.

Shaw
Stebbins. William Shaw of Palmer in the County of Hampshire yeoman plt. vs Ebenezer Stebbins the Second of Springfield in the same County yeoman deft. in a plea of the Case for that the deft. at said Springfield on the fourth day of March 1762 by his note of that date for Value received promised the plt. to pay him eight pounds lawful money on Demand yet tho' often requested said Ebenezer hath not paid the same or any part thereof but unjustly neglects it to the Damage of the said William Ten pounds - The plt. appears - The Deft. tho' three times publicly called to come into Court doth not come but makes Default of Appearance - It is therefore Considered by the Court that the s^d William recover against the said Ebenezer eight pounds lawful money Damages and Cost of Court taxed at one pound thirteen Shillings and two pence - After all which the said Ebenezer by Cornelius Jones Gent. his attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And he recognises with Sureties as a Law directs for the appellant. prosecuting his appeal with Effect as by the said Recognizance on file appears -

Ball
Ashley Charles Ball of Springfield in the County of Hampshire yeoman plt. vs Joseph Ashley second of S^d Springfield yeoman deft. in a plea of the Case wherein the plt. demands twenty pounds 10s. which the Deft. on the 20th Day of April 1761 by his note promised the plt. by the first of June then next with Interest but hath not paid - The plt. appears. The deft. being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the plt. recover against the Deft. Seventeen pounds Eighteen Shillings & five pence half penny lawful money Damages and Cost of Court taxed at one pound ten Shillings and three pence. Ex^{is}? Oct. 27th 1762 -

Dynison
Glover George Dynison of Springfield in the County of Hampshire gent. plt. vs Samuel Glover of S^d Springfield yeoman deft. in a plea of Ejectment wherein the plt. demands against said Samuel A Mesuage viz a House Barn and five acres of Land in S^d Springfield bounding Easterly on the Town Street South by the House Lot of the s^d George on which he now dwells westerly on Connecticut-Aver and northerly partly on Land of Nathaniel Brewer and partly on Land of Noah Brooks with the appurtenances as his s^d George's Right and Inheritance and into which the said Samuel had no Entry but only by a Disfeisin which he unjustly and without Judgment committed against s^d George within twenty years last past - And whereof the s^d George says s^d Samuel still unjustly deposes him &c - The plt. appears - The deft. being three Times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the said George recover against the said Samuel the said Mesuage viz the House and Barn and five acres of Land afores^d with the appurtenances and Cost of Court taxed at one pound Seven Shillings and Eleven pence lawful money and he may have his Execution thereof &c - Ex^{is}? 5th of Oct. 1762 -

Grainger
Burbank Charles Grainger yeoman and John Stannard Junr. yeoman both of Suffield and Seth Remington of Springfield yeoman all in the County of Hampshire plt. vs Timothy Burbank of Springfield aforesaid yeoman deft. in a plea that the he owes to the plt. one hundred and Sixty pounds Which s^d Deft. by his bond bearing date the twenty fifth day of November last past bound him -

Himself to the plt^s to pay them on demand & - The plt^s appear - and the Def^t. by Cornelius Jones Gent^l his Attorney comes into Court and Confesses forfeiture of the 1st Bond praying to be heard on the Chancery thereof - And after a full hearing - It is Considered by the Court that the plt^s do recover against the Def^t. Eighty eight pounds ten shillings and six pence lawful money (it being of Chancery of the above^d bond) Debt and Cost of Court taxed at one pound twelve shillings and five pence - Ex^{is} 2^d 4th Oct^r 1762

Charles Colton of Springfield yeoman plt. or Samuel Colton of Springfield Jun^r: yeoman Def^t. in a plea of the Case as of the Writ on file bearing date the 16th of August Current fully appears - The plt. being three times publicly called to come into Court doth not come but is non suit - The Def^t. is likewise defaulted and if Case is unendingly dismissed -

Jeremiah Chapin of South Hadley in the County of Hampshire yeoman plt. or John Barber Jun^r: yeoman and Abner Barber yeoman both of Springfield in 2^d County Def^t. in a plea of the Case for that said John & Abner at said Springfield on the first day of June last owed the plt. Eleven pounds for a large falls boat and Sails and Tackle before that time sold & delivered them at 2^d Springfield at their request they then and there in consideration thereof promised the said Jeremiah to pay him the same on Demand yet said John and Abner or either of them never paid the same or any part thereof but unjustly neglect it to the Damage of the plt. Twelve pounds - The parties now come into Court - And the Def^t. defends and for plea say they never promised in manner and form as the plt. in his C^t hath alleged and thereof put themselves on the Country - And now it is ordered by the Court that the Case be continued to the next Term of this Court &c

Andrew Coburn of Dudley in the County of Worcester Gent^l plt. or Ebenezer Fitchworks of Springfield in the County of Hampshire Jun^r: yeoman and Reuben Webb late of said Springfield Gent^l Def^t. in a plea that said Ebenezer and Reuben render to said Andrew thirty five pounds which to said Andrew they owe and from him unjustly detain and whereon he says that at said Springfield on the 20th day of April last past said Ebenezer and Reuben by their bond under their hands and Seals of that date in Court to be produced bound and obliged themselves to said Andrew in the Sum of thirty five pounds to be paid him on Demand yet said Ebenezer and Reuben or either of them tho^o often thereto requested have never paid the same but unjustly neglect it to the Damage of said Andrew as he saith forty pounds - The plt. appear - And the Def^t. come into Court and Confess the forfeiture of the bond declared on praying an equitable Chancery of the same & - It is therefore Considered by the Court that the said Andrew do recover against the said Ebenezer and said Reuben sixteen pounds Twelve shillings and eight pence two farthings lawful money (being the Chancery of the said bond) Debt and Cost of Court taxed at two pounds three shillings and three pence - The Def^t. by Cornelius Jones Gent^l their Attorney appeal from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for the Appellants prosecuting their appeal with Effects as by said Recognizance on file appears -

13- Parks 17 Hixcox
Elisba Parks of Westfield in the County of Hampshire Gent. plt. vs Stephen Hixcox of Granville in the same County yeoman & def. in a plea of the Case wherein the plt demands one hundred and six pounds 17/4 which the Def. on the 13th of July last past by his note promised the plt. to pay him or order on Demand with lawful Interest but has never paid the same - The plt. appears - The Def. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. one hundred & seven pounds thirteen Shillings and four pence lawful money Damages and Cost of Court taxed at one pound fifteen Shillings & a penny. Ex^{is} 4th Oct^r 1762.

Weller 17 Mixer - Nathaniel Weller of Westfield in the County of Hampshire yeoman plt. vs Isaac Mixer of Suffield in the same County yeoman & def. in a plea of the Case wherein the plt demands twenty two pounds ten Shillings which the def. on the 29th of April 1761 by his note promised the plt. to pay him by the 29th of April then next but hath not paid - The plt. appears - The def. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. Twenty Two pounds ten Shillings lawful money Damages and Cost of Court taxed at one pound 13/9 - Ex^{is} 4th Oct^r 1762 - N.B. by mistake of y^e Court judgment in this Case was originally entered for £24. 6. Damages and Ex^{is} issued for that sum - but as y^e Dign^y was not levied y^e sumd Ex^{is} will be made Right.

Jarne 29th Matthews - Nathaniel Weller of Westfield in the County of Hampshire yeoman plt. vs Benjamin Matthews of Westfield yeoman and John Holder def. in a plea of the Case wherein the plt demands forty two pounds 2/6 which the def. on the 26th of May 1760 by his note promised the plt by the 19th of April 1762 with y^e Interest from the 19th of April 1761 till paid &c - The plt. appears - The def. being three times publicly called makes Default of Appearance in Court - It is therefore Considered by the Court that the said Weller recover ag^t y^e Matthews forty five pounds eleven Shillings and two pence lawful money Damages and Cost of Court taxed at one Pound thirteen Shillings and nine pence - Ex^{is} 11th of Oct^r 1762.

Moffit - Daniel Moffit of Brimfield in the County of Hampshire yeoman plt. vs Aquila Moffit of Brimfield afore^d yeoman & def. in a plea of the Case wherein the plt demands 60/- which the Def. on the 17th day of May last by his note promised the plt. to pay him or order on Demand with Interest but hath not paid - The plt. appears. The Def. being three times publicly called makes Default of Appearance in Court. It is therefore Considered by the Court that the plt. recover against the Def. Three pounds nine Shillings lawful money Damages and Cost of Court taxed at Two pounds one Shilling & three pence - Ex^{is} 30th Sept^r 1762.

Townsend 4 Baxter - W^m Baxter of Greenwich in the County of Hampshire yeoman having Com^{enced} his Suit against John Townsend of the same Greenwich Gent^{le} to be heard and tried before this Court but discontinued the same - The s^r John now comes into Court and prays this Hon^{ble} Court to allow him the Costs and Expenses occasioned to him by the s^r William's Suit afore^d - It is therefore Considered by the Court that the s^r John recover against the s^r William for his Cost & expenses occasioned to him as afore^d twenty eight Shillings & three pence lawful money as ff bill on file appears - Ex^{is} 16th Sept^r 1762.

Rachel Bliss of Springfield in the County of Hampshire Spinster and Widow ^{Bliss}
or John Barber Junr of ^{Comp. 17} Springfield yeoman wherein she sets forth that on the ^{Barber}
twenty first of June last before John Worthington Esq one of his majesty's Justices
of the peace for County by the Consideration of the s^d Justice she recovered judg-
ment against s^d John Barber Junr for 26/3 money Damages and 8/8 Cost of Suit
from which he appealed to this Court and recognized to prosecute his appeal
with Effect but has failed so to do she therefore prays the s^d Judgement may be
affirmed with additional Cost - It is therefore Considered by the Court that the
s^d Rachel do recover against the s^d Barber twenty six Shillings lawful
money Damages and Cost of Court taxed at twenty eight Shillings five pence.

Rachel Bliss of Springfield in the County of Hampshire Spinster and Widow ^{Bliss}
humbly shews that at a Trial before John Worthington Esq on the 21st day ^{ag^t}
of June last she recovered Judgement against John Barber Junr Yeoman of ^{Bliss}
Springfield for twenty six Shillings four pence money Damages and ^{Bliss}
Cost taxed at 8/8 from which Judgement he appealed to this Court and recognized
to prosecute his appeal with Effect but has failed so to do - the s^d Rachel therefore
prays the s^d Judgement may be affirmed with additional Interest and Cost
and it is granted her - It is therefore Considered by the Court that the s^d
Rachel do recover against the s^d John Barber Twenty six Shillings and
eight pence lawful money Damages & Cost of Court taxed at 28/5 -

Samuel Colton the Second of Springfield in the County of Hampshire yeoman
humbly shews that at a Court holden at s^d Springfield on the 9th of August ^{Colton}
current before Josiah Dwight Esq the s^d Samuel recovered a Judgement ag^t ^{Brooks}
Samuel Brooks of s^d Springfield yeoman for forty Shillings money Damages
and ten Shillings for his Cost from which Judgement the s^d Samuel
Brooks appealed to this Court and recognized to prosecute his appeal with
Effect but has failed so to do. the s^d Samuel Colton therefore prays Affirma-
tion of the said Judgement with additional Interest and Cost - and it
is granted him - It is therefore Considered by the Court that the said
Colton recover against the said Brooks forty Shillings and two pence
lawful money Damages and Cost of Court taxed at one pound 13/-
Ex^{is} 29th Sept. 1762 -

Ebenezer Moulton of Brimfield in the County of Hampshire Clerk having com- ^{Bishop}
menced a Suit against Ebenezer Bishop of the same Brimfield yeoman to be ^{Moulton}
heard and tried at this Court but discontinued the same the said Ebenezer Bishop
comes into this Court and prays allowance of his Cost agreeable to the Law of this
Province in such Cases - It is therefore Considered by the Court that the said
Ebenezer Bishop recover against the said Ebenezer Moulton the Sum of twenty
five Shillings and nine pence lawful money allowed him for his Cost in this Case
Ex^{is} 2nd Oct. 4th 1762 -

Timothy Chape of Greenwich in the County of Hampshire yeoman having com- ^{Willis &}
menced his Suit against Benjamin Willis lately of Norton in the County of ^{Eddy &}
Worship yeoman and Abiel Eddy of ^{Chape} Norton afores^d Husbandman to be tried at
this Court but having discontinued the same The s^d Benj^a and Abiel by John
Worthington Esq their attorney now come into Court and pray that their Cost
may be allowed them as the Law of this Province directs - It is therefore
Considered by the Court that the s^d Benj^a and Abiel recover against the said
Timothy Three pounds six Shillings nine pence lawful money allowed them for
their Costs in this Case & they may have their Execution & Ex^{is} 5th Oct. 1762

11
The Inhabitants of the Second Parish in S^d Hadley in the County of Hampshire
Pet^r the Inhabitants of the first Parish then &c^t in a plea of the Case
for that whereas the Great & General Court & Assembly of the Province of Massachusetts Bay by their Order dated the 18th of February last divided the District of S^d Hadley into two distinct Parishes & there by erected the Eastward part of S^d District into a distinct and Second Parish by bounds and limits in & over mentioned expressed & whereas the S^d General Assembly then among other things voted and ordered that y^e Inhabitants of S^d first parish as they shall be at the end of three months from 1st Eighteenth of February shall refund and pay back to the Inhabitants of of the S^d Second Parish their proportion they have been a part to the several Sums that have been expended or raised in S^d District for the erecting & building a meeting house there and in y^e Controversy & dispute the same deducting therefrom so much as the frame of a meeting there has been damaged by the felling and cutting down part thereof by some of the Inhabitants of the S^d Second Parish which damage the S^d General Court by their vote & order afores^d directed should be determined by a Committee appointed by themselves for this purpose as by y^e S^d Order to be produced here in this Court will appear & the pl^t say y^e y^e damage done to^r meeting house as afores^d has been heretofore viz on the ninth day of July last at S^d South Hadley by a Com^{tee} thereto appointed as afores^d adjudged & determined to be twenty six pounds 10^s & the pl^t further say that before the S^d 18th of February there had been a part at S^d Hadley afores^d on the Inhabitants of S^d District agreeable to their Vote £180. - that had been expended or raised on S^d District before S^d 18th of February for erecting & building a meeting house there and in the dispute & Controversy about the same of which S^d Sum of £180. y^e proportion of y^e Pl^t is £90. 0. and that the S^d Inhabitants of S^d District have since the S^d 18th day of February a part (at S^d S^d Hadley) upon themselves the Sum of £100. which sum was by S^d Inhabitants before S^d 18th day of February voted by S^d Inhabitants to be raised by a prement & was before y^e same day expended in y^e business of building a meeting house there & in the disputed Controversy thereabout and that y^e Pl^t proportion which they have been a part and paid of the same sum is fifty pounds. And the pl^t further say that the Inhabitants of y^e S^d District in the business and Controversy afores^d at S^d S^d Hadley had expended on the S^d 18th day of February out of a joint Stock they had in their Treasury the Sum of one hundred ^{pounds} above & besides the sums afores^d a part & expended as afores^d and that the pl^t proportion thereof is fifty pounds Which several Proportions of the pl^t of the sums afores^d expended as afores^d amount in y^e whole to the sum of £190. from which deducting the afores^d sum of £26. 10 the Adjudged Sum of the damage done the frame afores^d in manner afores^d the sum remaining of their S^d Proportion of the sums expended is £163. 10. & that the pl^t by Virtue of the S^d Order of the Great & General Court afores^d ought to have rec^d & to have been refunded by the S^d Inhabitants of the S^d first Parish their proportions as afores^d of the several sums afores^d so as afores^d expended deducting therefrom as afores^d the S^d adjudged sum of the damage by some of them done to^r frame as afores^d and they aver that the def^t have had reasonable time to refund and pay them the sum they ought to have rec^d as afores^d it being £163. 10. as afores^d yet if Def^t who often requested have hitherto refused & still refuse to refund & pay the same to the pl^t or any part thereof to the Damage of the pl^t as they say two hundred pounds -

The Parties in this Case come into Court & here in Court by their respective agents agree to refer the Case and all demands in Law and equity which they have on each other to the final Judgment and Determination of the Persons hereafter named or any two of them viz William Dilkin Junr of Hartford Esq. and Ebenezer Hunt of Northampton Gent. who were now mutually chosen by the s^d Parties and William Wolcott of Windsor Esq. who is appointed by the Court which s^d Referees are to hear the s^d Parties consider the Case and all such demands as afores^d which they may have upon each other and make Report to this Court at the next term thereof after they shall have considered the same & the Action is continued in the mean time -

Joseph Hubbard of Hadley in the County of Hampshire yeoman plt. vs James Conkey of Pelham in the same County yeoman Def. in a plea of the Case for that the said James at said Hadley on the last day of March last owed the plt. £2.17.1¹/₄ lawful money to balance accounts according to the account to the plt. with annexed and then and there promised the plt. to pay him the same on demand yet s^d James tho' often requested has never paid the same & it reflects it to the damage of the s^d Joseph four pounds - The parties by their respective attorneys come into this Court and they enter into a rule of Court to refer the Case - The plt. chooses Jonathan Smith of s^d Hadley yeoman the Def. chooses John Savage of Pelham afores^d Gent. and the Court appoints Daniel White of Hatfield Gent. who are to hear the Parties consider the Case and make Report to this Court at the next term thereof whose Determination or any two of them is to be final & the Case is continued in the mean time -

Ebenezer Pomeroy Gent. vs Esther Pomeroy Gentewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Eliza Pomeroy lately of Northampton afores^d Gent. dec^d intestate plt. vs Samuel Marshal of Northampton afores^d yeoman Def. in a plea of the Case for that whereas the Def. on the last day of December last owed the said Eliza then living two hundred and eighty four pounds thirteen shillings & two pence lawful money for divers wares and merchandises before that time then sold and delivered by the s^d Eliza to the Def. at his request he the Def. then and there in consideration thereof promised that he would pay s^d sum to the s^d Eliza on demand yet the Def. tho' often thereto requested never paid y^s sum to the s^d Eliza while he lived or the plt. or either of them since his death but wholly denies to do it to their damage £300 - The plt. personally appears and the Def. by Joseph Hawley Esq. his attorney appears in Court - And they mutually choose W^m Lyman and Nathaniel Clark Gentlemen and the Court appoints Supply Kingsley Gent. (the s^d Parties having first entered into a rule of Court to refer the Case) who are to hear the Parties consider of Case and make report to this Court at the next Term thereof whose Determination or any two of them therein is to be final and the Action is continued in the mean time -

The foregoing Judgments & Orders were made and entered up and then the said Court adjourned without Day -

Attest W^m Williams Clerks.

August
 Court of
 Sessions

At his majesty's Court of General Sessions of the Peace holden at Springfield within and for the County of Hampshire on the Last Tuesday of August, being the Thirty first Day of said Month, Anno Domini 1762 -

Justices of the said Court present viz		Grand Jurors		Jury for Trials	
Israel Williams	Reqs. Justs of y ^e Quo: -	Col ^d . M ^r . Hawks fore ⁿ	The Grand Jury attended three days except 10 th Sept ^r	Moses Fieldsof ^r	de Fel- in the Case - Rex - Edham
John Worthington		Nathanial Atkinson		Abner Hiltbrooks	
Elijah Williams		Reubin Bliss		Asaph Leonard	
Josiah Dwight		Gad Lyman		Thos ^d Meekins	
Joseph Hawley		John Baker		Daniel Marsh	
Dwight Jun ^r		Joshua Dickinson		Will ^m Sacket	
John Sherman		Moses Dickinson		Thomas Dewey	
Seth Fields		Jonathan Cooke		John Bishop -	
Thomas Williams		Elisha Ingram		Joseph Smith	
Josiah Chauncy		John Bancroft		David Naff	
Ueazer Porter	Required -	Elisha Parks 3 ^d day	now bound & sworn	Isaac Ely	
Eldad Taylor		John Burk		Moses Billing	
		Samuel Nichols			
		John Clary			
		Moses Field			
		now bound & sworn			
		M ^r . M ^r . Miller attend ^d of Jury			

Kellogg } The Petition of Ephraim Kellogg of Amherst at large set forth on Record of
 this Court at a former Term thereof and which at the last Term was referred
 dismissed to the present^{Term} of the Court for this Court's Consideration of the same - being
 now read - It is ordered that the same be forever dismissed -

Nivins } James Nivins of Greenwich in the County of Hampshire Gent. Comp^{nt} vs The
 Inhabitants of the same Greenwich Vest^{ry} setting forth that they have injured
 and endangered him by laying a Way on his land and have not made him
 any Satisfaction & (as may be seen at large with y^e proceedings thereon at
 two next preceding Term of this Court) - And now come into Court the said
 parties, and it being certified to this Court that they have not effected an
 Accommodation of their Dispute, and y^e matters of Controversy subsisting be-
 fore yet remaining - It is therefore Considered by the Court that the s^{ig}
 Parties of Complainant shall have the Relief which by Law is provided
 in such Cases - And it is accordingly ordered by the Court that the Sheriff
 of the County of Hampshire or his Deputy be directed (by all Warrant for
 this Purpose) to summon a Jury of twelve men out of the next Towns, and to
 cause the same Jury to be sworn in manner as the Law directs, and being so
 sworn by the said Jury on the Spot inquire as well with Respect to y^e Necessity
 and Convenience of the Road afores^d laid on the said James' Lands as afores^d
 as to the Damage occasioned to the said James by the laying out s^d Road a-
 fores^d and to cause the said Jury to make Return of their Verdict under their
 hands and Seals to this Court at the next Term thereof &c.
 Warrant is^d Oct^r 8th 1762

Ebenezer Selton of New Salem in the County of Hampshire yeoman Compt. adv. The Inhabitants of said New Salem Dept^{ts} setting forth that they have heretofore laid a Road across his land whereby he is Damaged & as at large appears on Record of this Court at the Last Term thereof. - And the said Parties now come into Court. And by agreement of the Compt^{ts} and the s^d Inhabitants it is Ordered that the Sheriff of this County or his Deputy be directed by Warrant for this purpose, to summon a Jury of Twelve men out of the next Towns and cause the same Jury to be sworn as the Law directs, and being so sworn by said Jury on the Spot inquire as well with respect to the Necessity & Convenience of said Road laid on the said Ebenezer's Land as afores^d as to the Damage occasioned thereby and to cause the said Jury to make Return of their Verdict under their Hand and Seals to this Court at the next Term thereof. - It is further ordered however that the Warrant be stayed one month and in case y^e parties shall certify their agreement and settlement of the dispute within that time that this Warrant be void. -

The Petition of Simeon Strong of Amherst Gent^l shewing the necessity of a public Road from the place called Pine Hill in Amherst to the Meeting House in S^d Hadley through the place called the neck of the mountain there Which was referred to this Court to be considered for by the Record of this Court at the last Term thereof fully appears was now Read and considered and it appearing to this Court that the said way prayed for is necessary - It is thereupon ordered That Mess^{rs} Daniel White of Hatfield Gent. Ebenezer Hunt of Northampton Gent. Gad Symon of Northampton yeoman Abner Hubbard of Hatfield yeoman and Oliver Warner of Hadley Gent^l a Committee to view and lay out the said Way. It is also ordered that the said Committee view and lay out a Country Road from the Northwest Corner of Wm Smith's lot not far from the Meeting House in the East parish in South Hadley to the meeting House in Belchertown in this County Which said Committee are to give Seasonable Notice to all persons interested of the time and place of their meeting for s^d purposes and shall be under oath to perform the s^d Services according to their best Skill and Judgment with most convenience to y^e public with least prejudice or Damage to private Property and shall also ascertain the place and Course of s^d Roads in the best way and manner they can which Having done the said Committee or the Major part of them shall make Return thereof to the next Court of General Sessions of the Peace to be held in said County after the Service is performed under their Hands & Seals And if any Person be Damaged in his or her property by the laying out said Ways the said Committee are empowered and required under Oath to estimate the same and make Return thereof as afores^d. And it is also ordered that the Clerk of this Court serve the s^d Committee with a Copy hereof. - Order &c was made 19th Sept^r 1762

The Grand Jurors of our Sovereign Lord the King for the body of the County of Hampshire do on their oaths present that y^e Common Highway of the s^d Longy^e King in the Township of Hadley in s^d County leading & as if of Record of this Court at the last Term thereof fully appears. - And now come before the Court the s^d Inhabitants by their s^d Agents - And this Court having further advised of and upon the premises do adjudge and determine that the said Inhabitants are guilty according to y^e Presentments. It is therefore Considered that the s^d Inhabitants do pay a fine of Ten Shillings lawful money to his Majesty for the

16-
St. Rex
Hadley } the support of the Government of this Province and Cost of Prosecution &
And it is further ordered that a Distingas go against the said Inhabitants
until the said Way be effectually repaired. The Deft^s by Charles Phelps gent.
their said Agent appeal from the Judgment of this Court to the Superior Court
of Judicature Court of Assize and General Goal Delivery to be holden at Spring
field within and for the County of Hampshire on the fourth Tuesday of Sep-
tember next and he recognises with Sureties as the Law directs for their pro-
secuting the appeal with Effect and abiding the order of said Court thereon
as by the Recognizance on file appears

St. Rex
Pelham } The Grand Jurors for our Sovereign Lord the King for the body of the County of Hamp-
shire do on their Oaths present that the Inhabitants of the Town of Pelham in s^d
County for the Space of three years last past have voluntarily omitted & neglected
to provide themselves of an able learned orthodox minister of good Conversation to
dispense the Word of God to them and that the said Inhabitants during all the
Term afores^d have been destitute of any such minister and during all the s^d
Term have voluntarily and wickedly neglected to take due Care for the procurin-
and settling and Encouragement of such Minister among them which Ne-
glect of the said Inhabitants is contrary to the Law of this Province in such
Case provided the Peace of the said Lord the King his Crown and Dignity be
Which Presentment was made at the last Term of this Court and signed
Nathaniel Kellogg foreman. And now come before the Court the said
Inhabitants of Pelham afores^d by John Salvage Gent^l their Agent, and being
put to plead and answer to the Presentment they say they are in Nothing
guilty thereof & of this they put themselves on the Country - A Jury being
sworn according to Law to try the Issue between our Sovereign Lord the King
and the Deft^s after a full hearing on their Oaths say the Deft^s are
guilty - It is therefore Considered by the Court that the said Inhabitants
of Pelham aforesaid do provide themselves of an able learned orthodox
minister of good Conversation to dispense the Word of God to them by y^e next
Term of this Court at the furthest & and that they pay Cost of Prosecution &

St. Rex
Boston } The Grand Jurors for our Sovereign Lord the King for the body of the County of
Hampshire on their Oaths present that Gideon Boston of Springfield in s^d County
poorman on the seventh day of February last past the same being Sabbath
or Lord's day at s^d Springfield and in the Common High Way of the s^d Lord y^e
King then did with force and Arms make an Assault on the body of Sarah
Snider of s^d Springfield an Infant female Child of the Age of twelve years
then in the Peace of the said Lord the King and with his Slay drawn by two
Horses then and there driven by the said Gideon he the said Gideon then and
there with force and arms as aforesaid drove the said Horses and Slay on-
to and over the body of the said Sarah Snider and thereby did wound and
bruise and hurt the said Sarah so that her Life was in great Danger - & y^e
said Juror on their said Oaths say That at said Springfield on the same
seventh day of February last the said Gideon with force and Arms made
an Assault on the Body of Robert Breck of s^d Springfield Jun^r Gent^l and then
there in said Common High Way of the said Lord the King the said Gideon
the same Slay and Horses drove with said force and Arms against the s^d Robert
then in the Peace of the said Lord the King & thereby did beat down bruise
hurt

hurt and greatly injure and wound the said Robert All which Doings of the said
Gideon are Contrary to Law the Peace of the said Lord the King his Crown and
dignity - Which presentment was made at the last Term of this Court and
signed Nathaniel Kelloge Foreman - And now comes before the Court the said
Gideon being held by Recognizance for this purpose and being put to plead
and answer to this presentment He says he will not contend with the King
Whereupon the Evidence touching the Premises being produced in Court and
the Court having Considered of the Offence of the said Gideon - It is ordered
that the said Gideon pay a fine of ten Shillings money to be to his Majesty
for the Support of the Government of this Province and Cost of Prosecution
taxed at Two pounds 17/11² And it is further ordered that the s^d Gideon
shall become bound by Way of Recognizance to the King in the Sum of £10.
with Sureties to be of the Good Behaviour towards all his Majesty's liege
people for the space of three months from this Time standing committed to
the said Gideon as Principal and George Hitchcock of s^d Springfield Surety
then in Court acknowledge themselves severally indebted to y^e s^d Lord of King
in the Sum of Ten pounds to be levied or in Case the said Gideon shall
fail of keeping the peace and being of the Good behaviour towards all his
Majesty's liege Subjects for the space of three months from this Time -

Tryphena Jones of Springfield in the County of Hampshire Spinster now Jones
Complainant of Daniel Jones of Pittsfield in the County of Berkshire Gent^l Jones
s^d that the Complainant on or about the Sixth day of January 1761 at a place
then called Sheffield then in the County of Hampshire now called Great Bar-
rington in the County of Berkshire was delivered of a living female bastard
child on her body begotten by the said Daniel Jones that is to say at Springf^d
aforesaid on or about the first day of May 1760 which said Child begotten on
her body as afores^d by the said Daniel still remains in full life the Complain-
ant therefore prays that the said Daniel Jones be adjudged by this Honorable
Court the reputed father of said bastard Child and that said Daniel do stand
charged by Order of this Court with the maintenance of said bastard Child
together with the Assistance of the Complainant according to a Law of this
Province in that Case made and provided She having performed all things
required by Law on her part to be done and performed in order to the s^d Daniel
being chargeable with the maintenance thereof as aforesaid And that That
concerning the Premises may be done which to Law and Justice appertains
as and as in Duty bound shall ever pray Tryphena Jones - The Deft.
being here present in his proper person now had the Complaint afores^d
read to him and he pleads to the same that he is not Guilty thereof
And thereupon the Deft. by Joseph Hawley Esq^r his attorney moves to this hon^{ble}
Court that the Comp^{ant} may not be admitted to her oath to prove the Charge afores^d
said against him the afores^d Deft. for that he says She has not continued
instant in her accusation of him the Deft. Also for that she is not reputed a
person of Truth and also for that she is a common Person and prays he may
be allowed to produce his Evidence in the premises - and it is allowed him -
Whereupon the Witnesses being brot into Court and sworn and examined touch-
ing the Premises After a full hearing of the Parties - It is Considered that the s^d
Tryphena be not admitted to prove her Charge afores^d by her own Oath It is
also Considered that if Complaint be dismissed that y^e s^d Daniel Recover ag^t y^e s^d Try-
phena two pounds 17/6 lawd^y money allowed him for his cost &c. in n^o 26th July 1763

47-
 Welch
 of
 Blandford
 James Welch of Blandford in the County of Hampshire humbly shews that he is
 a poor lame blind fellow not able to support himself without the help of others
 that he is an Inhabitant of Blandford and that the Inhabitants of s^d Town are
 chargeable with his Support but that they refuse to contribute any thing to-
 wards his Support. He humbly prays your Honors Consideration of y^e Petition
 and such Order to be made for him as shall relieve your Complainant and
 he as in Duty bound shall pray James Welch ~ Read & Ordered that the
 Inhabitants of the Town of Blandford in the County of Hampshire be notified to
 appear at the next Court of General Sessions of the Peace to be holden at
 Northampton within and for the County of Hampshire on the Second Tuesday
 of November next to shew Cause if any they have? wherefore the prayer of
 this Petition should not be granted and the said James be relieved in manner a
 is by Law provided for poor & indigent Persons not able to support themselves —
 Summons was made 6th Oct: 1762

Includ-
 ed
 Petition
 The Petition of Oliver Partridge in behalf of himself and others Proprietors of the
 Township of Hallifax &c which lies north of and adjoining to Colrain humbly sheweth
 that there are several Townships laid out northerly of Colrain particularly the Town-
 ship of Hallifax where are some families settled and a number of Men at Work
 on the Lands in said Township and the Situation of the Land in s^d Township is
 such it is quite necessary that there be a communication between them and
 the County of Hampshire by the Way of Colrain which will be of public Service
 to this County as well as those people And altho' there be a Country Road already
 laid out as far as Colrain Meeting House which is about four miles from the
 Line of said Township of Hallifax After repeated Applications to the Select Men
 of Colrain to lay out a Town Road from their meeting House to their North line
 they wholly neglect and refuse to lay out a road there. I would therefore humbly
 pray your Honors to appoint a Committee to lay a road from Colrain Meeting
 house to the north line of said Town so as best to accommodate the Public And as
 in Duty bound shall ever pray Oliver Partridge — Read and Ordered that

Order
 thereon
 Elijah Williams Esq John Hawks Esq David Field gent. Joseph Barnard gent
 and Seth Catling gent. all of Deerfield in said County be a Committee to view
 & lay out the Highway prayed for Which said Committee are to give Season-
 able Notice to all persons interested of the Time and place of their Meeting for
 this purpose and shall be under Oath to perform the said Service according
 to their best Skill and Judgment with most Convenience to the Public and
 least Prejudice or Damage to private Property and shall also ascertain the
 place and Course of said Road in the best Way and Manner they can Which
 having done the said Committee or the Major part of them shall make
 Return thereof to the next Court of General Sessions of the Peace to be held
 in said County after the said Service is performed under their Hands and
 Seals And if any person be damaged in his or her property by the laying
 out said Way the said Committee are empowered and required under
 Oath to Estimate the Same and make Return thereof as aforesaid —
 it is also ordered that the said Committee be served with a Copy hereof —
 Copy & Warrant made Oct: 6th 1762

Comtee
 of
 Granville
 & others
 Petition
 for a
 Highway
 Humbly shew the Subscribers Inhabitants of Granville New Marlborough
 Sandy field and other Places in the Counties of Hampshire and Berkshire
 That there are great Numbers of Travellers passing in all Times of y^e year
 from Infield Suffield and all Parts of Connecticut & beyond them easterly
 thro'

thru' said Granville Sandysfield or up to Sheffield and Albany That there is
Therefore great Occasion for a good feasible Road to facilitate the passing & Travelling there that the Inhabitants of s^d Sandysfield and New Marlborough
have by their Memorial now lying before the Court of General Sessions in s^d
County of Berkshire represented the Premises to the said Court & petitioned
the said Court for a County Road to be laid out from said Sheffield to the
Eastward Extent of said Sandysfield and of the County of Berkshire to accom-
modate the passing there - That the Town of Granville have a Town Way
laid out and repaired in good Direction to accommodate the Public pass^g
in that Part - That from the East Side of said Granville the s^d Road con-
tinued Eastward towards Suffield to accommodate the Public must pass
about five or six miles chiefly thro' the unimproved Lands of the Township
of Westfield That there is no Way laid out thro' that part of Westfield
to accommodate such Travelling as aforesaid and that the Great
Number of Travellers that have for many Years heretofore passed
thro' the Country along the Way aforesaid have gone wholly on Suffer-
ance thro' the said Lands of Westfield with this great additional Dis-
advantage that the way in use thereby Sufferance as aforesaid has
been altered varied turned or stoped up according to the particular Inter-
est or the Humour and Caprice of any and every person improving
Lands on any part of the said Way And that as the Improvements
are now increasing the said Way is like to be so impeded & obstructed
as to be wholly impracticable That your Petitioners some of them have
repeatedly applied to the Town of Westfield requesting Them to lay out
a Town Way thro' the same to facilitate the passing aforesaid and
that they have as often wholly refused and yet refuse to lay out such
Way Your Petitioners therefore most humbly pray your Honors that a
High Way may be laid out by order of this Court from the North west
corner of the Township of Suffield thro' the Southerly part of the Township
of Westfield passing over the Brooks called Strap Brooks & continued along
the Neck of Land between the Two ponds called Concomong ponds
as & so on to the East Line of the said Township of Granville where the
Intersection is of the Two Roads thro' the said Town and that the same
be further Continued thro' the said Town of Granville or otherwise as
your Honors shall Think best And they as in Duty bound shall pray
for the Hithcorth & Committes of Granville &c (as on file) —
Read and Ordered That the Prayer of the Petition be so far granted that
Mess^{rs} Moses Bliss Gent. Moser Held yeoman Joel Ely yeoman John
Ely yeoman and Thomas Stebbins yeoman all of Springfield be a
Committee to view and lay out the Road prayed for from Suffield to
Granville afores^d and through said Granville in such place as they
shall Judge best for accommodating the Travelling from place to place
as aforesaid - Which said Committee are to give Seasonable Notice to
all Persons interested of the time and place of their meeting for said
purpose and shall be under Oath to perform the said Service according
to their best Skill and Judgment with most Convenience to y^e publick
and without Prejudice or Damage to private Property and shall also agree
in the Place and Course of said Road in the best Way and manner
they can Which having Done the said Committee or the Major Part of

{the Del^{rs}
Continued

{order on
Del^{rs}

48-
Order continued } of them shall make Return thereof to the next Court of General Sessions of y^e
Peace to be held in said County of Hampshire after said Service is performed
under their hands and Seals and if any person be damaged in his or her
property by the laying out said Way the said Committee are empowered
and required under Oath to estimate the same and make Return thereof
as aforesaid. And it is also ordered that the Clerks of this Court serve the
said Committee with a Copy hereof. - Copy & made 6th Oct: 1762 -

Further } Upon the Motion of Joseph Hawley Esq^r That the Committee appointed by this
Order respecting y^e road thro' Belchenstown & Ware } Court at a former Session thereof among other things to lay out a High Way
from the Country Road between Muddy Brooks and the River in Ware River
Parish to the fording place not far from Sherman's there and so over y^e River
to the East Line of the County or from the High Way the East Side of y^e River
near the Bridge by Mayorn's in said Parish to the said East Line of y^e County
might have their Power enlarged and be directed to lay out a High Way in
Belchenstown and through Ware to the East Line of the County where it will
best accommodate the Travelling thro' these Places and so over Coy's Hill in
Brookfield. It is Ordered that the Power of the same Committee be en-
larged And that they be directed to view the Grounds and if they judge it nece-
sary for the Public to lay out a Country Road from Lieut^t Jonathan Graves
in said Belchenstown thro' said Belchenstown and the District of Ware to
the East Line of this County where a road ^{that} will best accommodate y^e public
will cross the said Line and go over Coy's Hill, in Doing which the said
Committee are in all things to govern and Conduct themselves agreeable
to the Directions given them in the former Order of this Court and also
to make Return as therein directed for all which an attested Copy of this
Order shall be a sufficient Warrant. - Copy was made 19th Sept: 1762

John Townsend of Greenwich Gent^l being here present in his proper person
recognizes to our sovereign Lord the King on the behalf of his son John Towns-
end Jun^r in the Sum of £5. for the personal appearance of the s^r John
Townsend Jun^r at the next Court of General Sessions of the Peace to be
helden at Northampton within and for the County of Hampshire on the
Second Tuesday of November next to answer to such things as may then
be objected against him on his Majesty's behalf and to do and receive
that which by y^e said Court may then and there be enjoined him and
that he don't thence depart without Licence &c

William Miller of Westfield River Bramber so called yeoman prisoner
in the Sum of £20. Edmund Hoar of Brimfield yeoman & Benjamin
Miller of Springfield yeoman sureties in £10. each before this Court recog-
nize to our sovereign Lord the King for the personal appearance of the
W^m before the Justices of y^e P^l Lord the King at the next Court of General
Sessions to be holden at Northampton in & for the County of Hampshire
on the Second Tuesday of November next to answer to such matters as
may be objected against on his Majesty's behalf especially by y^e present one
of the Grand Jury now made of a Riot by the s^r W^m (together with other persons)
committed &c & for his abiding y^e Order of Court thereon And that he the
said William do not thence depart without the Leave of the Court &
also that he be of y^e Good behaviour in the mean Time -

Zebulon Fuller of Westfield River Branches so called yeoman principal in the sum of £20 Wm Miller of the same place yeoman and Elias Lyman of Southamp-
ton yeoman Sureties in the sum of £10 each before this Court recognize to our
Sovereign Lord the King for the personal appearance of the said Zebulon before
Justices of the said Lord the King at the next Court of General Sessions of the
peace to be holden at Northampton within and for the County of Hampshire on
the Second Tuesday of November next to answer to such matters as may be ob-
jected against him on his Majesty's behalf especially to the presentment of
the Grand Jury now made of a Riot by the s^d Zebulon (together with others)
there committed &c And for his abiding the Order of s^d Court thereon & that
he do not depart without Licence &c be of good behaviour in y^e mean time

Zebulon
Fuller's
Recogni-

Joseph Morse of Westfield River branches yeoman before this Court recognizes
to our Sovereign Lord the King in the sum of £10 for his personal appear-
ance At the Court of General Sessions of the peace abovementioned to give
evidence for the King respecting y^e charge against s^d Wm & Zebulon above-
mentioned - And he s^d Joseph also recognizes to our sovereign Lord y^e King
in the behalf of Silence Morse his Wife and Desire Smith Daughter of the
said Silence in the sum of £10 for their personal appearance at the s^d
Court for the same purpose of giving evidence &c

Joseph
Morse's
Recogni-

Samuel Palmer of Springfield is licensed by the Court to keep a ferry over
Agawam River at y^e usual Ferry place there in said Springfield - And
it is ordered by the Court that the fare for man and horse be two pence &
for a single Person one penny thro' the year - And the said Sam^l recognizes
to our Sovereign Lord the King in the sum of £10 for the faithful Discharge
of his place as ferry-man there -

Agawam
Ferry

Jonathan Wells of Deerfield is licensed by the Court to keep a ferry across
Connecticut River in the Country Road leading from Deerfield to Montague
at y^e usual ferry place there The fare for Man and Horse from the 20th day
of May to the 20th day of Oct: to be Two pence the rest of the year four pence
as for a single Person the same it was the last year - And the said Jonathan
recognizes to the King in the sum of £10 for y^e faithful Discharge of his
place as ferry-man there -

Wells's
Ferry
Deerfield

Accounts

Timothy Dwight Jun: Esq and M: Solomon Stoddard Two of the Committee
appointed by this Court at a former Session thereof to take the Charge of erecting
a bridge over Westfield River in New Hingham (now Chesterfield) present
an account of the Cost & Expenses they have already incurred in that Busi-
ness amounting to Eighty Three pounds 15/4 (as on file) praying the s^d
Court may be allowed and paid as the Court shall order - & this Court
after inspecting the Account do allow the Same - & It is ordered That
the County Treasurer of this County be directed to pay to y^e s^d Committee
either of Them forty pounds part of s^d Account out of the County Treasury
that the residue lie till y^e further order of the Court - & It is also
ordered that the Committee proceed to finish the bridge (applying what
money has been subscribed for that purpose towards the Same) and that they
exhibit to the Court their further Account of Expenses & the
Allowance and Payment of y^e Same -

Hingham
Bridge
Committee's
Account

Can order for y^e Payment of £40.
to y^e Com^{tee} - 20. Sept. 4th 1762

Isaac Colton's A/c

Isaac Colton of Springfield Keeper of Common Goal Charges the County of Hampshire as follows viz - To subsisting Edw^d. Andrews a prisoner for felony from 4th 20th of June 1760 by 4th 1st of March next 36^{Weeks} 2^d 3/6 - £6. 7. 0 -
 To fash expended in pursuit of the Prisoner - - - - - 2. 0 -
 To paid John Hancock for repairing prison Window - - - - - 1. 12. 3 -
 To firing in said Term thro' the Winter - - - - - 1. 4 -

The above named Isaac now presented 4th foregoing Account to the Court & presented his Petition that 4th same might be allowed & reimbursed him out of 4th County Treasury (as may be seen on file) - And the Court having viewed the foregoing amount & considered 4th several Articles therein contained, do allow to the said Isaac for his subsisting 4th prisoner as aforesaid £6. 7. for his pursuing him 30th and for his firing afores^d 24th amounting in the whole to £9. 1. - And Order that the County Treasurer be directed to pay the said Isaac the s^d Sum of Nine pounds 1st out of the County Treasury - The residue of 4th second & 4th whole of the 4th Article aforesaid 4th Court do not allow -
 Order is 4th by 4th Treas^r Oct^r 6th 1762

Committed in Deaf Road their A/c

The County of Hampshire To Nathaniel Dwight and others for their Service in Altering the Road leading from Deerfield to Charlemonit - £ -
 viz To the said Nathaniel for three days 2 7/10 - £1. 1. -
 To Joseph Root &c for three d^s 2 6/8 - 0. 18 -
 To Tellous Billing &c for 3 d^s 2 6/8 - 0. 18 -
 To John Gunn &c d^s 2 - 0. 18 -
 To John Clary &c d^s 2 - 0. 18 -
 To John Taylor Chairman 2 days 2 3/4 - 0. 6

This amount was now presented to the Court by Captⁿ Dwight who prays the same may be allowed & This Court having inspected 4th same do allow it & it is ordered that the County Treasurer be directed to pay the persons above named the several Sums annexed to their respective names out of the County Treasury -
 Order is 2^d Sept^r 6th 1762

Wm William's A/c

W^m William of Hatfield presents an account to this Court of his Expenses in providing a Book for Recording & amounting to thirty Six Shillings & eight pence & prays the Court to allow the same And this Court having inspected the said Account do Allow it - & it is ordered that the County Treas^r be directed to pay the s^d William the s^d Sum out of the County Treasury -
 Order is 2^d Sept^r 4th 1762

Cautions

Springfield Caution

Pursuant to a Warrant under the Hands of the Select men of Springfield bearing date the 18th day of May last on the third of June then next Benjamin Hail and John Harnard and his wife Thankful who came from Suffield and Robert Linney with his wife and his Children who are Seth Robert Simeon and Josiah Linney who came from Farmington and on the 14th of 1st June Simeon Luce and Abia Luce his wife and their Children viz Thomas & Abigail who came from Norwich and on the 9th of August current Zebulon Peirichs and Mary his Wife with their Child viz William and Zebulon who came from Coventry and Comfort Old who came from Ware River And on 4th 15th of 1st August Aaron Strong and Abigail his wife with their son Rowell who came from Windsor

Their Circumstances being low and poor I were severally warned forthwith to depart and leave the Town of Springfield by Seth Remondson Constable for the Town of Springfield as the Warrant on file appears —

Pursuant to a Warrant under the Hands of the Select men of the Town of Hadley bearing Date the 27th day of May last Sarah Church ^{Wife of Nath^l} Church Jun^r and Sarah and Rachel and George Collyer the Children of the said Nathaniel and Sarah Church. Israel Vaker and Abigail his wife & their Six Children viz Isaac Israel Hannah Elijah Walter & Susanna on the 3^d of June last were warned forthwith to depart and leave of Town of Hadley by Eben Marsh Jun^r Const^{le} as the Warrant on file appears —

Pursuant to a Warrant under the Hands of the Select men of Hadley bearing Date the Seventh day of July last Ruth Farrand and Benjamin Whitney and Rebecca his Wife and Benjamin Joseph Joshua Rebekah Elizabeth Miriam and Eunice the Children of the aforesaid Benjamin & Rebecca Whitney on the 8th of of same July were warned forthwith to depart and leave the Town of Hadley by Wenerer Marsh Jun^r Constable of said Town as the Warrant and Return on file appears —

Pursuant to a Warrant under the hands of the Select men of Sunderland bearing Date the 30th Day of July 1762 Josiah Mudgett and Sarah his Wife and Azubah his Daughter on the 13th of August Current were warned to depart from the Town of Sunderland by Seth Warner Constable of Sunderland as the Warrant and Return on file appears —

Pursuant to a Warrant under the Hands of the Select men of Pelham dated the Second day of June last Curtice Clemens and Elisabeth his Wife on the Twelfth day of said June were warned forthwith to depart and leave of Town of Pelham by Matthew Gray one of the Const^{ls} of said Town as the Warrant and Return thereon on file appears —

Pursuant to a Warrant under the Hands of the Select men of Greenwich bearing Date the 3^d day of Greenwich 1762 Phinehas Wadham and Mary ^{Wife of the said Phinehas} and Elisabeth their Daughter who are said to have been last Inhabitants of Tituate in Rhode Island on the 5th of of same were warned forthwith to depart and leave the Town of Greenwich by Walter Powers Const^{le} as the Warrant & Return on file appears —

Pursuant to a Warrant under the Hands of the Select men of South Hadley bearing Date the 21st day of May 1762 John Butler and Mary his Wife & Children viz Mary Lucy Ruth Bathsheba Rebecca Samuel and John & Daniel Bulton and Elisabeth his wife and his Children viz Nathan Elias Anna Joseph and Joshua were warned out of Town by Nath^l Church Constable of South Hadley as the Warrant & Return on file more fully appears —

Pursuant to a Warrant under the Hands of the Select men of Montague bearing Date the 25th day of July 1762 John Hawley who came from North to Montague (as is in said Warrant) on or about of 20th of Nov^r last on the fourth Day of August Current was warned forthwith to depart and leave the District of Montague by Joseph Taylor Constable of said District as the Warrant and Return on file appears —

New-Salem
Custion

Pursuant to a Warrant under the Hands of the Select men of the District of New Salem bearing date the 23^d day of April 1762 Israel Thomas was warned to depart from said District with his family on the fourth day of May following by Stephen Carey Constable -

Pursuant to another Warrant under the hands of the same Select men bearing date the same 23^d day of April 1762 Nathaniel Brown was warned forthwith to depart from said District with his family on the same fourth Day of May last by Stephen Carey Constable -

Pursuant to one other Warrant under the hands of the Select men of New Salem aforesaid bearing Date the 23^d day of August Current - on the 24th of the same August Charity Woodard was warned forthwith to depart from said District with her Child by Stephen Carey Constable as of the Warrants & Returns thereon on file more fully appears -

Highway
from
Deerfield
towards
Charlemont
uttered

We the Subscribers being appointed by his Majesty's Court of General Sessions of the Peace held at Springfield May Term 1762 To view the Road leading from Deerfield to Charlemont viz from the West End of burying yard Lane so called in Deerfield to Sluice Brooks - Monday May 24th 1762 being met together at Deerfield afores^d and sworn to the faithful performance of the Service We rode out and Viewed the Road about forty or fifty rods over Sluice brooks and being agreed to alter said Road & lay it out anew began at a white pine Tree about forty or fifty rods west of Sluice Brooks on the north Side of the road Mk^d with y^e Letter H and a heap of Stones at the Root and from thence the Road runs East 20° South 169 rods to a small white oak Mk^d H. then East 38° N. 16 perch to a small Hemlock mk^d H, East 9° N. 39 perch to a birch tree mk^d H, East 43° S. 28 p. to a hemlock Saddle Mk^d H, East 26° S. 62 perch to a hemlock Tree East of Dragon Brook at the upper ford, East 14° S. 59 perch to a Horse Saddle near the Top of the hill Mk^d H, East 34° N. 40 perch to a beech Tree Mk^d H, East 15° N. 69 perch to a small hemlock Mk^d H, East 33° N. 22½ perch to a Hemlock Mk^d H, East 34° S. 81 perch to a hemlock tree Mk^d H, East 14° S. 60 perch to a chestnut tree Mk^d H, East 17° N. 40 perch to a red oak tree Mk^d H, East 2° N 27 perch to a white oak tree Mk^d H, East 25° N. 4½ perch to a maple tree Mk^d East 35° S. 23 perch to a Chestnut Tree Mk^d H, S. 10° East. 27½ perch to a Walnut Saddle Mk^d H, East 17° N. 2½ perch then East 41° N. 24 perch half a rod East of a Chestnut Tree Mk^d H, East 13° S. 32 - to a small heap of Stones six feet west of a Birch tree Mk^d - thence East 12° N 40 perch to a heap of Stones, S. 32° East 2½ perch to a Chestnut tree Mk^d S. 1° East 40 perch to a heap of Stones ½ a rod East of a Saddle Mk^d H. S. 18° West 18 perch to a heap of Stones at the head of a hollow East 20° S. 39 perch to a white oak Tree Mk^d H, East 35° S. 58 perch heap of Stone course continued 66 perch in the whole bush Mk^d East 8° S. 35 perch to a heap of Stones East 35° S. 50 perch to heap of Stones S. 14° East. 25 perch to heap of Stones East 35° S. 40 perch to heap of Stones S. 20° East 24 perch to Chestnut Tree Mk^d H East 39 S. 7 perch to heap of Stones, S. 16° East. 23 perch, East 30° S. 19 per to Chestnut Tree Mk^d H S. 20° East 36 perch to a heap of Stones, S. 7° West 26 perch to a heap of Stones S. 24° West 25 perch to heap of Stones, East 24° S. 29 perch to a black oak Tree Mk^d H East 30° S. 36 perch to a heap of Stones by the path S. 16 East 27 perch to a heap of Stones, S. 26° East 50 perch come into the path S. 1° W 32 perch a small saddle one rod from Col^o Halohs's fence S. 26° East 12 to

small pine Mk^d S^o 2^o West 30 to black oak tree by the Brook Mk^d H S^o 24^o W^t 6 p^o } Highway
 S^o 30^o West so perch to a small pine Mk^d by the fence, S^o 9^o E^t 43 perch wasonell } Continued
 pine Mk^d H S^o 44^o East 35 perch to a pine tree Mk^d H at the Top of the hill, East
 45^o S^o 40 perch to a small pine Stake on side hill Mk^d H S^o 20 East 16 perch one
 rod over the brooks a heap of Stones S^o 10^o East 19 perch to pine Tree by y^e path
 Mk^d H S^o 41^o East 21 perch to a Stake S^o 36 East 31 perch to an Elm Staddle
 in the Town Road at Old fort Mk^d H East 30^o S^o 42 perch just over the two gutters
 in Mr. Ashley's Land a bunch of Alders Mk^d East 34^o N. 18^h perch into the
 Town road again East 11^o S^o 26^h perch N. 35^o East six perch to y^e river's brink
 20 in the whole to the East bank of the River, East 29^o S^o 7 perch up the bank
 S^o 34^o East 33 perch to where the path part S^o 16^o East 21 perch one rod East of
 an Elm Tree Mk^d S^o 23 perch S^o 3^o W^t 20 perch S^o 23^o W^t 17 perch S^o 20^o East 6
 into the middle of the west End of the burying Yard Lane afores^d The Road to
 be five rods wide from the white pine Tree where we first began to y^e Meadow } Width the
 fence and to be two rods wide through the meadow to the End of the Lane
 afores^d

John Clary & Seal } Nath^l Dwight and Seal
 Hollows Billing & Seal } John Gunn and Seal
 Joseph Root & Seal

Damages ascertained to sundry persons as -
 followeth - viz

To Lieut. David Field	£0. 9. -
To David Wright's heirs	" 15. -
To Rev ^d Mr. John ^d Ashley	" 5. -
To Lieut. Timothy Childs	1 ^h 5. -
To Elijah William, Esq ^r	" 12. -

Joseph Root } Nath^l Dwight }
 John Clary } Hollows Billing }
 John Gunn }

Car
is
viz
as
No.
on
us
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on

The foregoing Return was now made and this Court having
 read and considered the same do accept and allow it - & it is ordered that y^e
 Return be recorded in the Records of this Court and the Way therein des-
 cribed after known for a public Highway as altered as aforesaid And the s^d
 sume of the Damage occasioned to y^e several Persons above named is also
 allowed by the Court, & it is ordered that they be satisfied the same by the
 Town of Deerfield -

April 28th 1762 -

In Obedience to the Order of the Court of General Sessions of the Peace held at
 Southampton [by adjournment] on the Third Tuesday of March Anno Domⁱ 1762 on the
 petition of Daniel Nash of Greenfield We the Subscribers have laid out the Country
 road above afores^d fall River six Rods Wide in the form and manner following viz
 Beginning at a pitch pine Tree spotted upon the hill on the East Side of fall River -
 standing one rod west of the path in the Country Road and nine rods north of Greenfield
 North Line and running from thence South thirty one Degrees west ten rods and four
 feet to Greenfield north line then across fall river on Greenfield north line nine
 Rods [being about three Rods north of said Nash's Mill] Thence west twenty degrees
 South forty eight Rods thence west thirty three degrees South sixty eight Rods till it
 comes again to the Country Road leading from falltown to Greenfield allowing three
 rods each side of our line for the Width of the road -

Highway
in
Greenfield
Alfred -

Seth Field and Seal
 Samuel Smith & Seal
 Phineas Wright & Seal
 Lucius Doolittle & Seal
 Thomas Alexander & Seal

The foregoing Return was now made & the Court
 having read & considered the same do allow & accept it - &
 it is ordered that y^e Return be put on y^e Records of this Court &
 y^e Way therein described as altered as afores^d be hereafter known
 for a Highway there -

Hingham South Road so far as it is in Hatfield to be only a Horse Road
 It having been represented and made to appear to this Court that if Country Road lately laid out from Rail-hill River so called thro' part of the Township of Hatfield to the Eastern most branch of Westfield River so called in Chesterfield is Rocky hilly and Swampy Land and very unfit for a Carriage Road & without very great Expence to Hatfield and Chesterfield cannot be made a tolerable Carriage Road nor hardly feasible by any means for that purpose And it having been made to appear also to this Court that the Country Road leading from Northampton by Samuel Fairfield's thro' Hatfield Three mile addition so called to the aforesaid Branch of Westfield River is or may be made a good feasible Carriage Road without any great Expence of Charge and will well accommodate the Public and the greater part of the Inhabitants of Chesterfield and at all Seasons of the Year if Two Bridges be built and maintained across the main branch and the Western most branch of N. Hampton Mill River that over the Main branch a Little South of the Road now laid out And the other in y^e 2^d Road — Thereupon Ordered by this Court That upon the Town of Hatfield's building and maintaining the aforesaid Bridges The Inhabitants of s^d Town be excused from making the Road from Rail-Hill River where it is laid out in said Town a Carriage Road until the further Order of this Court, They cutting and clearing the same so as it may or shall be comfortable riding as to logs in the Path and bushes inuoluding the same And making of other a good Carriage Road —

Inn-holders &c.

Elijah Dickinson
 Elijah Dickinson of Hatfield is licensed by this Court to be a Retailer of Spirituous Liquors out of his dwelling house there to be spent out of Doors the year ensuing & Joshua Dickinson of s^d Hatfield comes into Court & Recognizes to our sovereign Lord the King on behalf of s^d Elijah as principal in y^e Sum of £10 with Sureties viz Moses Dickinson & Thomas Meekins both of s^d Hatfield in the Sum of £5 each for the said Elijah's keeping good rule and order in his house and duly observing the Laws respecting persons licensed to sell out of Door only & the s^d Joshua also recognizes to our s^d Lord the King on behalf of s^d Elijah as principal in the Sum of fifty pounds with the same Sureties in £25 each for the s^d Elijah's keeping & rendering the Accounts and paying the Duties by Law required —

Moses Marsh
 Moses Marsh of Hadley Gent^l is licensed by this Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to our Lord the King as principal in the Sum of £10 with Sureties viz Nath^l Pease of Blanford Gent^l & Ebenezer Pomeroy of Hadley yeoman in y^e Sum of £5 each to keep good rule & Order in his house and duly to observe the Law made for regulation of such houses & also recognizes to y^e King as principal in the Sum of £50. with y^e same Sureties in £25. each to keep & render y^e Accts & pay y^e Duties by Law required —

Ebenezer Pomeroy
 Ebenezer Pomeroy of Hadley is licensed by this Court to be an Innholder Retailer & Common Victualler in his dwelling house there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Nathaniel Pease and Moses Marsh both next above named in y^e Sum of £5. each to keep good Rule and Order in his house and duly to observe the Law made for Regulation of such houses And also recognizes to y^e King as principal in the Sum of £50 with the same Sureties in y^e Sum of £25 each to keep and render the Accounts & pay y^e Duties by Law required —

Nathaniel Pease of Blanford gent^r is licensed by this Court to be an Innholder Retailer and Common Victualler in the House he now dwells in there the year ensuing He recognizes to the King as principal in the Sum of £10. with Sureties viz Moses Marsh gent^r & Ebene^r Pomroy yeoman both of Hadley in the Sum of £5 each to keep good rule and Order in his house & duly to observe the Laws made for regulation of such houses He also recognizes to the King in the sum of £50 as principal with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required —

Jonathan Clap of Northampton gent^r is licensed by this Court to be an Innholder Retailer & Common Victualler in the House he dwells in there the year next ensuing He recognizes to the King as principal in the Sum of £10. with Sureties viz Aaron Lyman of Belcherstown & James Cook of New Salem in £5 each to keep good rule and order in his House and duly to observe the Laws made for regulation of such Houses He also recognizes to the King as principal in the Sum of £50. with y^e same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required —

James Cook of New Salem is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing, He recognizes to y^e King as principal in the Sum of £10. with Sureties viz Jon^a Clap of Northampton gent^r & Aaron Lyman of Belcherstown in £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses He also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

Aaron Lyman of Belcherstown is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing He recognizes to the King as principal in the Sum of £10 with Sureties viz Jon^a Clap gent^r and James Cook yeoman next above named in £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes as principal, to y^e King, in y^e sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required —

Moses Burt of Springfield is licensed by this Court to be an Innholder Retailer and Common Victualler in the house he now dwells in there the year ensuing and he recognizes to y^e King as principal in the sum of £10 with Sureties viz Aaron Parsons of Springfield & William Shaw of Palmer in £5 each to keep good Rule & order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to y^e King as principal in the sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay y^e Duties by Law required —

Aaron Parsons of Springfield is licensed by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing He recognizes to the King as principal in the Sum of £10. with Sureties viz Moses Burt & William Shaw next above named in £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses He also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required —

William Shaw of Palmer is licensed by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing He recognizes to the King as principal in the Sum of £10. with Sureties viz Moses Burt & Aaron Parsons both of Springfield in £5 each to keep good Rule and Order in his house and duly to observe the Laws made for regulation of such houses He also recognizes to the

52. to the King with the Same Sureties Viz y^e s^d W^m Principal in £50. y^e s^d Sureties in £25 each to keep and render the Accounts & pay y^e Duties by Law required.

Levi Ely of Springfield is licenced by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing the recognises to the King as principal in y^e Sum of £10. with Sureties viz Jon^l Graves of Belchertown Gent. & David Hoyt of Deerfield in £5 each to keep good rule & order in his house and duly to observe the Laws made for Regulation of such houses & he also recognises to the King as principal in y^e Sum of £50 with y^e same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

Jonathan Graves of Belchertown Gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing the recognises to the King as principal in the Sum of £10 with Sureties viz Levi Ely and David Hoyt above named in £5 each to keep good Rule and Order in his house & duly to observe the Laws made for regulation of such houses & he also recognises to the King as principal in the Sum of £50. with the Same Sureties in £25. each to keep and render the Accounts & pay the duties by Law required.

David Hoyt of Deerfield is licenced by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing the recognises to the King in the Sum of £10 with Sureties viz Levi Ely & Jonathan Graves next above named in £5. each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & he also recognises to the King as principal in the Sum of £50 with the Same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Thomas French of Deerfield is licenced by this Court to be an Innholder Retailer & Common Victualler for the house he dwells in there the year ensuing the recognises to the King as principal in the Sum of £10 with Sureties viz Jeremiah Powers of Greenwich Gent. & Daniel Fowler of Westfield in £5 each to keep good Rule & order in his house & duly to observe the Laws made for regulation of such houses & he also recognises to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required.

Jeremiah Powers of Greenwich Gent. is licenced by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognises to our sovereign Lord the King as principal in the Sum of £10. with Sureties viz Thomas French of Deerfield & Daniel Fowler of Westfield in the Sum of £5 each to keep good rule & order in his house and duly to observe the Laws made for Regulation of such Houses. & he also recognises to y^e s^d Lord y^e King as principal in the Sum of £50. with y^e same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Daniel Fowler of Westfield is licenced by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing the recognises to the King as principal in the Sum of £10. with Sureties viz Jeremiah Powers & Tho^s French next above named in £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such Houses & also recognises to the King as principal in the Sum of £50 with the same Sureties in £25. each to keep & render the Accounts & pay y^e Duties by Law required.

Tilly Rice of Springfield is licensed by this Court to be an Innholder Retailer & Common
Vintner in the House he dwells in there the year ensuing & he recognizes to the King as { Tilly
Rice
principal in the Sum of £10 with Sureties viz Ezra Clap of Westfield Gent: and
Elijah Alvord of S^t Hadley in the Sum of £5 each to keep good rule and order in his
house & duly to observe the Laws made for regulation of such houses & also recognizes to
the King as principal in y^e Sum of £50 with the same Sureties in £25 each to
keep and render the Accounts & pay the Duties by Law required.

Ezra Clap of Westfield gent. is licensed by this Court to be an Innholder Retailer & { Ezra
Common Vintner in the house he dwells in there the year ensuing & he recognizes { Clap
to the King as principal in the Sum of £10. with Sureties viz Tilly Rice & Elijah Al-
vord next above named in £5 each to keep good rule and order in his house & duly
to observe the Laws made for Regulation of such houses & he also recognizes to the
King as principal in the Sum of £50. with the same sureties in £25 each to
keep and render the Accounts and pay the Duties by Law required.

Elijah Alvord of South Hadley is licensed by the Court to be an Innholder Retailer & { Elijah
Common Vintner in the house he dwells in there the year ensuing & he recognizes { Alvord
to the King as principal in the sum of £10. with sureties viz Ezra Clap of Westfield
& Tilly Rice of Springfield in £5. each to keep good rule and order in his house and
duly to observe the Laws made for Regulation of such houses & also recognizes to the
King as principal in the Sum of £50. with the same Sureties in £25 each to
keep and render the accounts and pay the Duties by Law required.

James Rider of Deerfield is licensed by this Court to be an Innholder Retailer & Common { James
Vintner in the house he dwells in there the year ensuing. & Thomas French of Rider
Deerfield comes here and on behalf of the s^d James recognizes to the King as prin-
cipal in the Sum of £10. with Sureties viz David Hoit of Deerfield & Alexander
Smith of Amherst in £5 each for the said James's keeping good rule and order in
his house & duly observing the Laws made for regulation of such houses & the said
Thos also recognizes to the King as principal on the s^d James's behalf in y^e Sum
of £50 with the same Sureties in £25 each that he said James do keep and
render the Accounts and pay the Duties by Law required of him.

Ezra Strong of Westfield is licensed by the Court to be a Retailer of Spirituous liquors { Ezra
out of his dwelling house there to be spent out of doors the year ensuing & he recognizes { Strong
to y^e King as principal in the Sum of £10 with Sureties viz Nath^l Coleman of Amherst
& Sam^l Rice of Charlemont in £5 each to keep good rule and order in his house &
duly to observe the Laws respecting persons licensed to sell out of Door only & he also
recognizes to the King as principal in y^e Sum of £50. with y^e same Sureties in £25
each to keep and render the accounts and pay the Duties by Law required.

Nathaniel Coleman of Amherst is licensed by this Court to be a Retailer of spirituous liquors { Nath^l
out of the House he dwells in there to be spent out of doors the year ensuing & he recognizes { Coleman
to the King as principal in the Sum of £10. with Sureties viz Ezra Strong & Samuel
Rice next above named in £5 each to keep good Rule & order in his house & duly to
observe the Laws respecting persons licensed to sell out of door only & he also recognizes
to the King in the Sum of £50. with the same Sureties in £25 each to keep and
render the accounts & pay the Duties by Law required.

Samuel Rice of Charlemont is licensed by this Court to be an Innholder Retailer and
Common Vintner in the house he dwells in there the year ensuing & he recognizes to the
King as

53.
Amuel Rice } as principal in the Sum of £10. with Sureties viz Ezra Strong of Westfield & Nathl. Coleman of Amherst in £5 each to keep good rule and order in his house and duly to observe the Law made for Regulation of such houses and he also recognizes to the King as principal in the Sum of £50. with the Same Sureties in y^e Sum of £25 each to keep and render the accounts and pay the Duties by Law required

Tellow Billings } Tellow Billings of Sunderland Gent. is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to y^e King as principal in the Sum of £10. with Sureties viz Joseph Root of Montague & Abel Chapin of Springfield Gentlemen in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such houses & also recognizes to the King as principal in the Sum of £50. with y^e Same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required -

Joseph Root } Joseph Root of Montague Gent. is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Tellow Billings gent. & Abel Chapin Gent. next above named in £5 each to keep good rule and Order in his house and duly to observe y^e Law made for Regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with the Same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required

Abel Chapin } Abel Chapin of Springfield gent. is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King in the Sum of £10 as principal with Sureties viz Tellow Billings & Joseph Root above named Gentlemen in £5 each to keep good rule and order in his house & duly to observe the Law made for Regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required -

Israel Hubbard } Israel Hubbard of Sunderland is licensed by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Isaac Cotton of Springfield & Alexander Smith of Amherst in £5 each to keep good rule & Order in his house & duly to observe the Law made for Regulation of such houses & he also recognizes to y^e King as principal in the Sum of £50. with y^e Same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required -

Isaac Cotton } Isaac Cotton of Springfield gent. is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he now dwells in for one month from this time & he recognizes to the King as principal in the Sum of £10. with Sureties viz Israel Hubbard & Alexander Smith next above named in £5 each to keep good rule & Order in his house & duly to observe y^e Law Made for regulation of such houses & he also recognizes to y^e King as principal in the Sum of £50. with y^e Same Sureties in £25 each to keep and render the Accounts and pay y^e Duties by Law required -

Alexander Smith } Alexander Smith of Amherst is licensed by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognizes to y^e King as principal in y^e Sum of £10. with Sureties viz Israel Hubbard & Isaac Cotton next above named in y^e Sum of £5 each to keep good rule & Order in his house & duly to observe y^e Law made for Regulation of such houses and he also recognizes to the King as principal in y^e Sum of £50. with y^e Same Sureties in £25 each to keep and render y^e Accounts & pay the Duties by Law required -

John Ingersoll of Westfield Gent. is licensed by this Court to be an Innholder Retailer and Common Victualler in the House he now dwells in there for one year next ensuing & he recognizes to the King as principal in y^e Sum of £10. with Sureties viz John Barber & John Shepard both of Westfield in £5 each to keep good rule and order in his house & duly to observe y^e Laws made for regulation of such Houses & he also recognizes to the King as principal in the Sum of £50. with the Same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required

License is now granted to John Barber of Westfield to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Ingersoll Gent. & John Shepard both of Westfield in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for Regulation of such houses & he also recognizes to the King in the Sum of £50 as principal with the Same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required

Jonathan Shepard of Westfield is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year next ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Ingersoll and John Barber next above named in the Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for Regulation of such houses and he also recognizes to the King as principal in the Sum of £50 with the Same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required

Upon a motion made to this Court that Samuel Fairfield of Hatfield might be licensed to keep a house of public Entertainment (the s^d Samuel not being here present) It is granted to the said Samuel that he exercise the business & Employment of an Innholder Retailer and Common Victualler in the house he dwells in there the Year ensuing upon Condition the s^d Samuel shall in convenient Time after this Court shall rise enter into Recognizance with sufficient Sureties before one of the Justices of this Court to keep good rule and order in his house and pay y^e Duties of Excise, in manner as the Law requires - The s^d Samuel afterwards on the 10th day of September then next following recognized accordingly as Recognizance on file appears

Benjamin Loomes of Westfield is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year next ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Moses Noble of Westfield & Joseph Clark of Blanford in y^e Sum of £5 each to keep good rule and order in his house and duly to observe the Laws made for regulation of such houses & he also recognizes to the King in the Sum of £50 as principal with y^e Same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required

Moses Noble of Westfield is licensed by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year next ensuing & he recognizes to the King as principal in y^e Sum of £10 with Sureties viz Benj^a Loomes & Joseph Clark next above named in the Sum of £5. each to keep good rule and order in his house & duly to observe the Laws made for Regulation of Such houses & he also recognizes to the King as principal in the Sum of £50. with the Same Sureties in £25 each to keep and render the accounts and pay the Duties by Law required.

Joseph Clark of Blanford is licensed by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year next ensuing & he recognizes to the King as principal in y^e Sum of £10. with Sureties viz the above named

- 54- Joseph Clark } Moses Noble & Benjamin Lornis in y^e Sum of £5 each to keep good rule & order in his house & duly to observe the Laws made for Regulation of such houses & also recognizes to the King as principal in the Sum of £50. with the Same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required -
- Simon Cotton } Simon Cotton of Springfield Gent. is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Dunken Quantin & W^m Scott Jun: Gent. both of Palmer in the Sum of £5 each to keep good rule & Order in his house & duly to observe the Laws made for regulation of such houses & also recognizes to the King in the Sum of £50 as principal with the Same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required -
- Dunken Quantin } Dunken Quantin of Palmer is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Simon Cotton & W^m Scott Jun: next above named in the Sum of £5. each to keep good Rule & Order in his house & duly to observe the Laws made for Regulation of such houses & also recognizes to the King as principal in y^e Sum of £50. with y^e Same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required -
- William Scott Jun: } William Scott Jun: of Palmer gent. is licensed by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Simon Cotton & Dunken Quantin next aforementioned in £5 each to keep good Rule & Order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with the Same Sureties in £25 each to keep and render the accounts & pay y^e Duties by Law required -
- William Lyman } William Lyman of Northampton gent. is licensed by the Court to be an Innholder Retailer & Common Victualler in y^e house he now dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Sam^l Clark of y^e same place gent. & Aaron Graves of Palmer in £5 each to keep good rule & Order in his house & duly to observe y^e Laws made for Regulation of such houses & he also recognizes to y^e King as principal in the Sum of £50. with the Same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required -
- Samuel Clark } Samuel Clark of Northampton Gent. is licensed by this Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz the aforementioned W^m Lyman & Aaron Graves in £5. each to keep good rule & Order in his house & duly to observe the Laws made for Regulation of such houses & also recognizes to the King as Principal in the Sum of £50. with the Same Sureties in £25 each to keep & render the accounts & pay the Duties by Law required -
- Aaron Graves } Aaron Graves of Palmer is licensed by this Court to be an Innhold Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to y^e King as Principal in the Sum of £10. with Sureties viz William Lyman and Samuel Clark next aforementioned in £5 each to keep good rule & Order in his house & duly to observe the Laws made for Regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with the Same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

Ueaser Burt of Northampton is licenced by this Court to be a Retailer of spirituous liquors out of his Shop there to be spent out of doors the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Jon^a Phelps of s^r North^r Elisha Parks of Westfield gent. in £5 each to keep good rule and order there and duly to observe the Laws respecting persons licenced to sell out of Door only & also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required

Elisha Parks of Westfield Gent. is licenced by this Court to be a Retailer of spirituous liquors out of his Shop there to be spent out of doors y^r year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Ueaser Burt & Jonathan Phelps next aforesaid in £5 each to keep good rule & order there & duly to observe the Laws respecting persons licenced to sell out of door only & he also recognizes to y^e King as principal in the Sum of £50. with y^e same Sureties in £25 each to keep and render the Accounts & pay the duties by Law required.

Jonathan Phelps of Northampton is licenced by this Court to be a Retailer of spirituous liquors out of his house there to be spent out of Doors y^r year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Ueaser Burt & Elisha Parks next aforesaid in £5 each to keep good rule & order in his house & duly to observe the Laws respecting persons licenced to sell out of door only & he also recognizes to the King as principal in y^e Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the duties by Law required —

John Clary of Sunderland is licenced by the Court to be a Retailer of spirituous liquors out of his Dwelling house to be spent out of Doors the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Nath^l Ely of Springfield and Moses Harvey of Montague in £5 each to keep good rule & order in his house & duly to observe the Laws respecting persons licenced to sell out of Door only & he also recognizes to the King as principal in £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties the Law requires —

Nath^l Ely of Springfield is licenced by the Court to be a Retailer of Spirituous liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Clary & Moses Harvey next aforesaid in £5 each to keep good rule & order in his house & duly to observe the Laws respecting persons licenced to sell out of Door only & he also recognizes as principal (to the King) in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

Moses Harvey of Montague is licenced by this Court to be a Retailer of spirituous liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to y^e King as principal in the Sum of £10. with Sureties viz John Clary & Nath^l Ely next above named in £5 each to keep good Rule & Order in his house & duly to observe the Laws respecting persons licenced to sell out of Door only & he also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

Samuel Hunt of Northfield Gent. is licenced by this Court to be an Inn holder & common Victualler in the house he dwells in there the year ensuing & Seth Field Esq^r comes here and in behalf of s^r Samuel recognizes to the King as principal in the Sum of £10 with Sureties viz Moses Harvey & John Clary next above named in the Sum of £5 each for his the s^r Samuel's keeping good Rule and

Samuel Hunt } and order in his house & duly observing the Law made for regulation of such houses & he also recognizes to the King as principal in behalf of s^r Samuel in the Sum of £50 with the same Sureties in £25 each for the said Samuel's keeping & rendering the accounts and paying the Duties by Law required

John Smith } John Smith the first of South Hadley is licensed by the Court to be an Inn holder Retailer & Common Victualler in the house he dwells in there y^e year ensuing & he recognizes to y^e King as principal in the Sum of £10 with Sureties viz John Workman & Benjamin Rose in the Sum of £5 each to keep good Rule & Order in his house and duly to observe the Law made for regulation of such Houses & he also recognizes to the King as principal in the Sum of £50 with y^e same Sureties in £25 each to keep & render y^e Acounts & pay y^e Duties by Law required -

John Workman } John Workman of Colrain is licensed by the Court to be an Inn holder Retailer & Common Victualler in his house there the Year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Smith y^e first & Benj^a Rose in £5 each to keep good Rule & Order in his house & duly to observe the Law made for Regulation of such houses & he also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required -

Benj^a Rose } Benjamin Rose of Northfield is now licensed by the Court to be an Inn holder Retailer & Common Victualler in y^e house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz John Smith y^e first & John Workman in £5 each to keep good rule and order in his house & duly to observe the Law made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with y^e same Sureties in £25 each to keep & render the Acounts & pay y^e Duties by Law required.

Martin Phelps } Martin Phelps of Northampton is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of Doors the year ensuing & Joseph Hawley Esq^r comes into Court and in behalf of s^r Martin recognizes to the King as principal in the Sum of £10. with Sureties viz John Worthington Esq^r & Moses Bliff Gent. in £5 each for the s^r Martin's keeping good Rule and Order in his house & duly observing the Law respecting persons licensed to sell out of Door only & he also recognizes to the King as principal in behalf of s^r Martin in the Sum of £50. with the same Sureties in £25 each for y^e s^r Martin's keeping & rendering the accounts & paying y^e Duties by Law required

John Lyman } John Lyman of Northampton is licensed by this Court to retail spirituous liquors of his own manufacturing only out of his house there to be spent out of Doors the year ensuing & Joseph Hawley Esq^r comes into Court and in behalf of s^r John recognizes to the King as principal in the Sum of £10 with Sureties viz John Worthington Esq^r & Moses Bliff gent in £5. each for his the s^r Lyman's keeping good Rule & Order in his house & duly observing the Law respecting persons licensed to sell out of door only & he also recognizes to the King as principal in behalf of s^r Lyman in the Sum of £50 with the same Sureties in £25 each for the s^r Lyman's keeping & rendering the Accounts & paying the Duties by Law required -

David Field } David Field of Beerfield Gent. is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of Doors the year ensuing & Seth Field Esq^r comes here and in behalf of s^r David recognizes to the King as principal in

in the Sum of £60 with Sureties viz John Clary of Sunderland & Moses Harvey of David Montague in £25 each for the s^r David's keeping and rendering the Amounts & Fields paying the Duties by Law required And he also recognizes to the King in behalf s^r David as principal in the Sum of £10 with the same Sureties in £5 each for the said David's keeping good rule and order in his house & duly observing the Law respecting persons licenced to sell out of Door only

Lucius Doolittle of Northfield is licenced by the Court to be a Retailer of Spirituous liquors out of his house there to be spent out of Doors the year ensuing and Seth Field Esq. comes here and in behalf of s^r Lucius recognizes to the King as principal in the Sum of £10 with Sureties viz John Clary & Moses Harvey each asforesaid in the Sum of £5. each for the said Lucius's keeping good rule & order in his house & duly observing the Law respecting persons licenced to sell out of Door only & he also recognizes to the King as principal in behalf s^r Lucius in the Sum of £50. with the same Sureties in £25 each for the s^r Lucius's keeping & rendering the Amounts & paying the Duties by Law required.

Nathan Trary of Deerfield is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & John Workman of Trary comes here & in behalf of s^r Nathan recognizes to the King as principal in the Sum of £10. with Sureties viz William Lyman & Lauchus Crocker Gentlemen in the Sum of £5. each for the s^r Nathan's keeping good rule & order in his house & duly observing the Law made for Regulation of such houses & he recognizes to the King as principal in behalf of s^r Nathan in the Sum of £50 with the same Sureties in £25 each for the said Nathan's keeping & rendering the Amounts & paying the Duties by Law required.

Nathan Collins of Brimfield is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Nath^l Dwight of Uxhertown & Lauchus Crocker of Shutesbury Gentleman in £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50 with y^e same Sureties in £25 each to keep & render the Amounts & pay y^e Duties by Law required.

Nath^l Dwight of Belchertown Gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there y^e year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Nathan Collins & Lauchus Crocker next asforesaid in £5 each to keep good rule & order in his house & duly to observe the Law made for Regulation of such houses - & he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Amounts & pay the Duties by Law required.

Lauchus Crocker of Shutesbury Gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Nath^l Dwight and Nathan Collins next asforesaid in £5 each to keep good rule and order in his house & duly to observe the Law made for Regulation of such houses And he also recognizes to the King as principal in y^e Sum of £50. with the same Sureties in £25 each to keep & render the Amounts & pay y^e Duties by Law required.

Noah Hitchcock of Brimfield is licensed by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the king as principal in the Sum of £10 with Sureties viz John Knox of Blanford & Luke Bliss of Springfield in £5 each to keep good rule and order in his house and duly to observe the Laws made for Regulation of such houses & he also recognizes to the king as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required -

John Knox of Blanford is licensed by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the king as principal in the Sum of £10 with Sureties viz Luke Bliss & Noah Hitchcock next above named in £5 each to keep good Rule & order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to the king as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the accounts & pay the duties by Law required -

Luke Bliss of Springfield Gent. is licensed by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there y^e year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz John Knox & Noah Hitchcock next above named in £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts & pay y^e Duties by Law required -

Moses Church of Springfield is licensed by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognizes to the king as principal in the Sum of £10 with Sureties viz Job Alvord & Abner Smith Gentlemen in the Sum of £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to the king as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required -

Job Alvord of Springfield gent. is licensed by the Court to be an Innholder and Retailer & Common Victualler in the house he dwells in the year ensuing and he recognizes to the king as principal in the Sum of £10. with Sureties viz Abner Smith & Moses Church next above named in £5 each to keep good rule & order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to the king as principal in the Sum of £50. with y^e same Sureties in £25 each to keep and render the Accounts & pay y^e Duties by Law required

Abner Smith gent. is licensed by this Court to be an Innholder Retailer and Common Victualler in the house which Isaac Cotton now occupies in Springfield from and after the time when the s^d Cotton's Term shall be out during the remainder of the year & he recognizes to the king as principal in the Sum of £10. with Sureties viz Job Alvord & Moses Church next asforesaid in £5 each to keep good rule and order in his s^d House & duly to observe the Laws made for regulation of such houses & he also recognizes to the king in the Sum of £50 with the same Sureties in the Sum of £25 each to keep & render the Accounts & pay the Duties by Law required -

Timothy Danielson of Brimfield Gent. is licensed by the Court to be a Retailer of Spirituous liquors out of his house there to be spent out of doors the year ensuing. & he recognizes to the king as principal in the Sum of £10. with Sureties viz

Samuel Colton the Second of Springfield and Matthew Blair of Blanford in £5
to keep good rule and order in his house & duly to observe the Law respecting
persons licensed to sell out of Door only & also recognizes to the King as principal in
the Sum of £50 with the same Sureties in £25 each to keep and render the
Accounts and pay the Duties by Law required —

Samuel Colton the Second of Springfield is licensed by this Court to be a Retailer of Spirituous liquors, of his own manufacturing only, out of his house there
to be spent out of Doors the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Timothy Danielson & Matthew Blair next above named in £5 each to keep good rule and order in his house
duly to observe the Law respecting persons licensed to sell out of door only & also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required.

Matthew Blair of Blanford is licensed by this Court to be a Retailer of Spirituous liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King in the sum of £10 with Sureties viz Tim^r. Danielson & Samuel Colton next above named in £5 each to keep good rule & order in his house & duly to observe the Law respecting persons licensed to sell out of door only. He recognizes to the King (also) in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

Jonathan Burt Jun^r of Springfield is licensed by this Court to be an Innholder Retailer & a Common Victualler in his house there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Asa Fish of Brimfield & Samuel Day of Springfield in £5 each to keep good rule & order in his house and duly to observe the Law made for Regulation of such houses. He also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required —

Asa Fish of Brimfield is licensed by the Court to be an Innholder Retailer and a Common Victualler in his house there the year next ensuing. He recognizes to the King in the sum of £10 with Sureties viz Jonathan Burt Jun^r and Samuel Day both of Springfield in £5 each to keep good rule and order in his house and duly to observe the Law made for regulation of such houses & he also recognizes to the King in the Sum of £50. with the same Sureties in £25 each to keep & render the accounts & pay the Duties by Law required —

Samuel Day of Springfield gent. is licensed by the Court to be an Innholder Retailer & a Common Victualler in his house there the year next ensuing. He recognizes to the King as principal in the Sum of £10 with Sureties viz Jonathan Burt and Asa Fish next above named in £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

Elias Lyman of Northampton is licensed by this Court to be an Innholder Retailer & a Common Victualler in the house he dwells in there the year ensuing & W^m Lyman of Northampton gent^l comes into Court and in behalf of Elias recognizes to the King as principal in the Sum of £10 with Sureties viz John Helps of Northampton and Nicholas Lyman of Hadley in £5 each to keep good rule and order in his house & duly observing the Law made for Regulation of such houses. And he also

also recognizes to the king as principal in behalf of s^r Elias in the Sum of £50 with y^e same Sureties in £25 each for the s^r Elias his keeping & rendering the Accounts & paying the Duties by Law required —

Ezra Clark { Ezra Clark of Northampton is licensed by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & W^m Lyman gent. comes into Court and in behalf of s^r Ezra recognizes to the king as principal in the Sum of £10 with Sureties viz Jonathan Phelps and Phineas Lyman next above named in £5 each for the s^r Ezra's keeping good rule and order in his house and duly observing the Laws made for Regulation of such houses & also recognizes to the king as principal in behalf of s^r Ezra in the sum of £50 with y^e same Sureties in £25 each ^{for keep and order} for the Accounts and pay the Duties by Law required —

Jonah Pierce { Jonah Pierce of Hadley Gent. is licensed by the Court to be a Retailer of spirituous liquors out of the house he dwells in there the year ensuing & he recognizes to the king as principal in the Sum of £10. with Sureties viz Moses Warner of Amherst & John Kellogg of Hadley in £5 each to keep good rule and order in his house & duly to observe y^e Law respecting persons licensed to sell out of door only & he also recognizes to the king as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the accounts & pay the Duties by Law required —

Moses Warner { Moses Warner of Amherst is licensed by the Court to be an Innholder Retailer and Common Victualler in the house he dwells in there the year ensuing & he recognizes to the king as principal in the Sum of £10. with Sureties viz Jonah Pierce & John Kellogg next above named in £5 each to keep good rule and order in his house & duly to observe the Laws made for Regulation of such houses & also recognizes to the king as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the accounts and pay the Duties by Law required —

John Kellogg { John Kellogg of Hadley is licensed by the Court to be an Innholder Retailer and Common Victualler in y^e house he dwells in there the year ensuing & he recognizes to the king in the Sum of £10. with Sureties viz Jonah Pierce & Moses Warner next above named in £5 each to keep good rule and order in his house & duly to observe the Laws made for regulation of such houses & he also recognizes to the king as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts & pay the Duties by Law required —

James Ball { James Ball of Roxbury Canada is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year ensuing & he recognizes to the king as principal in the Sum of £10. with Sureties viz Moses Evans of the same place & Edward Bond of Brimfield in £5 each to keep good rule and order in his house and duly to observe the Laws made for Regulation of such houses & he also recognizes to the king as principal in the Sum of £50 with y^e same Sureties in £25 each to keep and render the accounts & pay the Duties by Law required —

Moses Evans { Moses Evans of Roxbury Canada is licensed by the Court to be an Innholder Retailer and Common Victualler in his house there the year ensuing & he recognizes to the king as principal in the Sum of £10 with Sureties viz James Ball & Edward Bond next above named in £5 each to keep good rule and order in his house & duly to observe the Laws made for Regulation of such houses & he also recognizes to the king as principal in a sum of £50 with y^e same sureties in £25 each to keep & render the accounts & pay the Duties by Law required —

Edward Bond of Brimfield is licenced by the Court to be a Retailer of Spirituous liquors out of his house there to be spent out of Doors the year ensuing and he recognizes to the King as principal in the Sum of £10. with Sureties viz Moses Evans & James Ball next above named in £5 each to keep good rule and order in his house and duly to observe the Law respecting persons licenced to sell out of Door only & he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required —

Thomas Hamilton of Granville is licenced by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Dan Robinson and George Pymhon both of the same place in the Sum of £5 each to keep good rule and order in his house and duly to observe the Law made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required —

Dan Robinson of Granville is licenced by this Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year next ensuing and he recognizes to the King as principal in the Sum of £10 with Sureties viz Thomas Hamilton & George Pymhon next above named in £5 each to keep good Rule and Order in his house and duly to observe the Law made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required —

Thomas Colton of Springfield is licenced by the Court to be a Retailer of Spirituous liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Jon^r Rogers & John Downing both of Ware in £5 each to keep good rule and order in his house and duly to observe the Law respecting persons licenced to sell out of door only & he also recognizes to the King in the Sum of £50 with the same Sureties in £25 each to keep & render the Accounts and pay the Duties by Law required —

Jonathan Rogers of Ware is licenced by this Court to be a Retailer of Spirituous liquors out of his house there to be spent out of Doors the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Thomas Colton and John Downing next above named in £5 each to keep good rule and order in his house & duly to observe the Law respecting persons licenced to sell out of door only & he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

John Downing of Ware is licenced by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10 with Sureties viz Thomas Colton & Jon^r Rogers next above named in £5 each to keep good rule & order in his house & duly to observe the Law made for regulation of such houses & he also recognizes to the King as principal in the Sum of £50 with the same Sureties in £25 each to keep & render the accounts & pay the Duties by Law required —

Seth Catlin of Deerfield Gent. is licenced by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there the year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz David Billing of Hatfield and Aaron Denio of Greenfield in £5 each to keep good rule and order in his house & duly to observe the Law made for regulation of such houses And he also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required —

David Billing of Hatfield gent. is licensed by the Court to be an Innholder Retailer & Common Victualler in the house he dwells in there y^e year ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Seth Catlin & Aaron Denio next above named in £5 each to keep good rule and order in his house & duly to observe the laws made for Regulation of such houses & he also recognizes to the King as principal in the Sum of £50. with y^e same Sureties in £25 each to keep & render the accounts & pay the Duties by Law required —

Aaron Denio of Greenfield is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} David Billing & Seth Catlin next above named in £5 each to keep good rule & order in his house & duly to observe the laws made for regulation of such houses & he also recognizes to the King as principal in y^e Sum of £50. with y^e same Sureties in £25 each to keep and render the accounts & pay the duties by Law required —

Sarah Porter of Hadley Gentlewoman is licensed by the Court to be a Retailer of Spirituous liquors out of her house there to be spent out of door the year ensuing & Eleazer Porter Esq^r comes into Court in behalf of S^r Sarah recognizes to y^e King as principal in the Sum of £10 with Sureties viz David Billing gent. & Justin Ely gent. in £5 each for her keeping good rule and order in her house and duly observing the Laws respecting persons licensed to sell out of door only & she also recognizes to y^e King in her behalf as principal in y^e Sum of £50. with y^e same Sureties in £25 each for her keeping & rendering y^e accounts & paying y^e Duties by Law required.

Benj^a Day of Springfield gent. is licensed by the Court to be an Innholder Retailer & Common Victualler in his house there the year next ensuing & he recognizes to the King as principal in the Sum of £10. with Sureties viz Benj^a Leonard Jun^r & James Sikes of y^e same place in £5 each to keep good Rule and order in his house and duly to observe y^e Laws made for Regulation of such houses & he also recognizes to y^e King as principal in y^e Sum of £50. with the same Sureties in £25 each to keep and render the accounts & pay the Duties by Law required —

Benj^a Leonard Jun^r of Springfield is licensed by the Court to be a Retailer of Spirituous liquors out of his house there to be spent out of doors the year ensuing & he recognizes to the King as principal in the sum of £10. with Sureties viz Benj^a Day & James Sikes next above named in £5 each to keep good rule and order in his house & duly to observe y^e Laws respecting persons licensed to sell out of Door only & he also recognizes to y^e King as principal in y^e Sum of £50. with y^e same Sureties in £25 each to keep & render the accounts & pay the duties by Law required —

James Sikes of Springfield is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of Door y^e year ensuing & he recognizes to the King as principal in y^e Sum of £10. with Sureties viz Benj^a Day and Benj^a Leonard next above named in £5 each to keep good rule & order in his house & duly to observe the Laws respecting persons licensed to sell out of door only & he also recognizes to y^e King as principal in the Sum of £10. with Sureties viz y^e same above named in £25 to keep & render y^e Accounts & pay y^e Duties by Law required —

Jonathan Wells of Deerfield is licensed by the Court to be an Innholder Retailer and Common Victualler in his house there the year next ensuing & he recognizes to y^e King as principal in the Sum of £10. with Sureties viz Josiah Chauncy Esq^r & Moses Billing of Sunderland in £5 each to keep good rule and order in his house & duly to observe the Laws made for Regulation of such houses & he also recognizes to y^e King

as principal in y^e Sum of £50. with the same Sureties in £25 each to keep and
render the accounts & pay the duties by Law required

Benj^y Ely of Springfield is licensed by y^e Court to be an Innholder Retailer & Common
Virtualler in his house there the year next ensuing & he recognizes to y^e King as
principal in the Sum of £10. with Sureties viz Azubah Adams & Jon^a White
both of S^d Springfield in £5 each to keep good rule & order in his house & duly to
observe y^e Law made for regulation of such houses & he also recognizes to the
King as principal in the sum of £50. with the same Sureties in £25 each to keep
& render the accounts and pay the duties by Law required

Azubah Adams of Springfield is licensed by the Court to be an Innholder Retailer &
Common Virtualler in y^e house she dwells in there the year ensuing & she recognizes
to y^e King as principal in the Sum of £10. with Sureties viz Benj^y Ely and
Jon^a White next above named in £5 each to keep good rule & order in her house
& duly to observe the law made for regulation of such houses & she also recognizes
to the King as principal in the Sum of £50. with y^e same Sureties in £25
each to keep & render the accounts & pay y^e Duties by Law required

Jon^a White of Springfield is licensed by the Court to be a Retailer of spirituous
liquors out of his house there to be spent out of doors y^e year ensuing & he recognizes
to y^e King as principal in y^e Sum of £10. with Sureties viz Benj^y Ely and
Azubah Adams next above named in £5 each to keep good rule & order in his house
& duly to observe the law respecting persons licensed to sell out of door only & he also
recognizes to y^e King as principal in y^e Sum of £50. with the same sureties in
£25 each to keep & render the accounts & pay y^e Duties by Law required

Thomas Dick of Pelham is licensed by the Court to be an Innholder Retailer and
Common Virtualler in his house there the year next ensuing & he recognizes to the
King as principal in the sum of £10. with Sureties viz David Shaw & Timothy
McIlwain both of Palmer in £5 each to keep good rule & order in his house and
duly to observe the law made for regulation of such houses & he also recognizes
to the King as principal in the Sum of £50. with y^e same Sureties in £25 each
to keep & render the accounts and pay y^e Duties by Law required

Joniah Dwight Esq^r is licensed by the Court to be a Retailer of spirituous liquors out of
his Store there to be spent out of doors the year next ensuing & he recognizes to the
King as principal in y^e Sum of £10. with Sureties viz Oliver Partridge & Joniah
Chauncy Esq^r in £5 each to keep good rule & order there & duly to observe the Law
respecting persons licensed to sell out of door only & he also recognizes to the King
as principal in y^e Sum of £50. with the same Sureties in £25 each to keep &
render y^e accounts & pay the duties by Law required

Oliver Partridge Esq^r is licensed by the Court to be a Retailer of spirituous liquors out of
his Store there to be spent out of doors the year next ensuing & he recognizes to y^e
King as principal in y^e Sum of £10. with sureties viz Joniah Dwight & Joniah Chauncy
Esq^r in £5 each to keep good rule & order there & duly to observe the Law respect-
ing persons licensed to sell out of door only & he also recognizes to the King as
principal in the Sum of £50. with y^e same Sureties in £25 each to keep & render
y^e accounts & pay y^e Duties by Law required

Joniah Chauncy Esq^r is licensed by the Court to be a Retailer of spirituous liquors out of
his dwelling house to be spent out of doors the year next ensuing & he recognizes to the
King as principal in the Sum of £10 with Sureties viz Oliver Partridge & Joniah
Dwight Esq^r in £5 each to keep good rule & order in his house & duly to observe the Law

59. law respecting persons licensed to sell out of door only - He also recognizes to the king as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the accounts and pay the duties by Law required -

Moses Smith { Moses Smith of Amherst is licensed by the Court to be an Innholder Retailer
Common Victualler in his house there the year ensuing & Josiah Chauncy Esq
wines here & in behalf of s^d Moses recognizes to the king as principal in y^e sum
of £10. with Sureties viz Moses Billing of Sunderland & Jon Wells of Deesfield in £5
each for y^e s^d Smith, keeping good rule & order in his house & duly observing the
Laws made for regulation of such houses. He also recognizes to y^e king as princi-
pal in behalf of s^d Smith in y^e sum of £50. with y^e same Sureties in £25 each for s^d
Smith, keeping & rendering the accounts & paying the duties by Law required -

Thineas Pratt { Thineas Pratt of Granville gent. is licensed by y^e Court to be a Retailer
of spirituous liquors out of his house there ^{to be spent out of door} the year ensuing. He recognizes to y^e king as
principal in the Sum of £10. with Sureties viz W^m Eastman & Moses Billing
Traders in £5 each to keep good rule & order in his house & duly to observe the
Laws made for regulation of such houses ^{where persons are licensed to sell out of door only}. He also recognizes to the king as
principal in the Sum of £50. with the same Sureties in £25 each to keep
& render the accounts & pay the duties by Law required -

William Eastman { William Eastman of S^t Hadley Trader is licensed by the Court to be a Retailer of
spirituous liquors out of his store there to be spent out of doors the year ensuing &
he recognizes to the king as principal in the Sum of £10. with Sureties viz Thineas
Pratt gent. & Moses Billing Trader in £5 each to keep good rule & order & duly to observe
the Laws respecting persons licensed to sell out of door only. He also recognizes to
the king as principal in the Sum of £50. with the same Sureties in £25 each
to keep & render the accounts & pay the duties by Law required -

James Grow { James Grow of Menston is licensed by the Court to be an Innholder Retailer & Common
Victualler in his house there y^e year ensuing & Edmund Hoar of Brimfield wines &
recognizes to y^e king as principal in behalf of s^d James in y^e Sum of £10. with Sureties
viz Jacob Cummings of Ware gent. & Ueazer Nash of S^t Hadley in £5 each for the s^d James
keeping good rule and order in his house & duly observing the Laws made for regu-
lation of such houses & he also recognizes to the king as principal in behalf of s^d
James in the Sum of £50. with the same Sureties in £25 each for s^d James
keeping & rendering y^e accounts & paying y^e Duties by Law required -

Jacob Cummings { Jacob Cummings of Ware gent. is licensed by the Court to be an Innholder Retailer &
Common Victualler in his house there the year ensuing. He recognizes to y^e king
with Sureties viz Ueazer Nash of S^t Hadley & Edmund Hoar of Brimfield y^e s^d Jacob in
the Sum of £10. y^e s^d Sureties in £5 each to keep good rule and order in his house & duly
to observe y^e Laws made for regulation of such houses. He also recognizes to y^e king
as principal in y^e Sum of £50. with y^e same Sureties in £25 each to keep and
render the accounts and pay the duties by Law required -

Ueazer Nash { Ueazer Nash of South Hadley is licensed by the Court to be a Retailer of spirituous
liquor out of his house there to be spent out of doors y^e year ensuing. He recognizes to
the king as principal in y^e Sum of £10. with Sureties viz Jacob Cummings and
Edmund Hoar next above named in £5 each to keep good rule & order & duly to
observe y^e Laws respecting persons licensed to sell out of door only. He also
recognizes to y^e king as principal in the Sum of £50. with y^e same Sureties in
£25 each to keep & render y^e accounts & pay y^e Duties by Law required -

Moses Billing of Sunderland Trader is licensed by y^e Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors y^e year ensuing & he recognizes to the King as principal in the Sum of £10. with sureties viz W^m Scott Jun^r of Palmer gent. & Noah Goddman of S^t Hadley in £5 each to keep good rule and order in his house & duly observe y^e laws respecting persons licensed to sell out of door only & he also recognizes y^e King as principal in the Sum of £50. with y^e same Sureties in £25 each to keep & render y^e Accounts & pay y^e Duties by Law required

Noah Goddman of South Hadley is licensed by the Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors y^e year ensuing. & he recognizes to the King as principal in the Sum of £10. with Sureties viz W^m Scott Jun^r & Moses Billing next above named in £5. each to keep good rule & order in his house & duly to observe y^e laws respecting persons licensed to sell out of door only & he also recognizes y^e King as principal in y^e Sum of £50. with y^e same Sureties in £25 each to keep & render y^e Accounts & pay the duties by Law required

John Bernan of Northfield is licensed by y^e Court to be a Retailer of spirituous liquors out of his house there to be spent out of doors y^e year ensuing & he recognizes to the King as principal in y^e Sum of £10. with Sureties viz Elijah Alvord & Eleazer Vash both of S^t Hadley in £5 each to keep good rule and order in his house and duly to observe y^e laws respecting persons licensed to sell out of door only & he also recognizes y^e King as principal in y^e Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the duties by Law required

William Scott Jun^r of Palmer gent. is licensed by this Court to sell Tea Coffee & China Ware the year next ensuing & he recognizes to the King as principal in the Sum of £20. with Sureties viz Moses Billing of Sunderland Trader & Noah Goddman of S^t Hadley in £10 each to keep & render the accounts & pay the duties the Law requires

Elijah William Esq^r is licensed by this Court to sell Tea Coffee & China Ware the year next ensuing & he recognizes to the King as principal in the Sum of £20. with Sureties viz Timothy Dwight Jun^r & Eleazer Porter Esq^r in y^e Sum of £10. each to keep & render the accounts & pay the duties by Law required

Timothy Dwight Jun^r Esq^r is licensed by this Court to sell Tea Coffee & China Ware the year next ensuing and he recognizes to y^e King as principal in y^e Sum of £20. with Sureties viz Elijah William & Eleazer Porter Esq^r in y^e Sum of £10 each to keep & render the accounts & pay the duties by Law required

Eleazer Porter Esq^r is licensed by this Court to sell Tea Coffee & China Ware the year next ensuing & he recognizes to y^e King as principal with sufficient sureties viz Elijah William & Timothy Dwight Jun^r Esq^r y^e s^d Principal in £20. y^e said Sureties in £10 each to keep and render y^e Accounts & pay the Duties the Law requires in such Cases

Joseph Burt Jun^r of Northfield is licensed by this Court to sell Tea Coffee & China Ware the year next ensuing & Daniel Jones Gent. comes into Court and in y^e behalf of s^d Joseph recognizes to the King as principal in the Sum of £20. with sufficient Sureties viz Mess^{rs} Cornelius Jones of Springfield & John Phelps of Guilfield in the Sum of £10 each for the said Joseph, keeping & rendering the Accounts and paying the Duties which the Law requires in these Cases

60. John Mosely of Westfield gent. is licensed by this Court to sell Tea Coffee & China Ware the Year next ensuing & John Phelps of 1st Westfield Gent. comes into Court and in behalf of 1st John Mosely he recognizes to the King as principal in the Sum of £20. with Sureties viz Cornelius Jones & Daniel Jones gentlemen in the Sum of £10 each for the said John Mosely; keeping & rendering of accounts & paying the Duties by Law required —

John & Justin Mosely of 1st Westfield Gent. both of Springfield are licensed by this Court to sell Tea Coffee & China Ware the year next ensuing & Cornelius Jones Gent. comes into Court and in behalf of 1st John & Justin recognizes to the King as principal in the Sum of £20. with Sureties viz Messieurs Daniel Jones & John Phelps in the Sum of £10 each for the 1st John & Justin Mosely their keeping & rendering the accounts & paying the Duties the Law requires in these Cases —

Samuel Colton 2^d of Springfield is licensed by this Court to sell Tea Coffee and China Ware the year next ensuing & he recognizes to the King as principal in the Sum of £20. with sufficient Sureties viz Moses Bliff of Springfield gent & Azariah Cooley of Brimfield gent. in the Sum of £10 each to keep & render the accounts and pay the Duties by Law required in these Cases —

Azariah Cooley of Brimfield gent. is licensed by this Court to sell Tea Coffee & China Ware the year next ensuing and he recognizes to the King as principal in the Sum of £20. with Sureties viz Moses Bliff & Samuel Colton the 2^d next above named in the Sum of £10 each to keep & render of Accounts & pay the Duties the Law requires in these Cases —

The foregoing Judgments & Orders were made and entered up and then the said Court adjourned without Day —

Attest W^m Williams Clerks —

At his Majesty's Inferior Court of Common pleas
holden at Northampton within & for the County of Hampshire
by adjournment from the Second Tuesday of November being the Ninth Day
of said month on Wednesday y^e 10th day of 1st month AD 1762.

Inferior
Court
Novemb^r

Justices of said Court
present viz

Israel Williams
Elijah Williams Esq^r
Tim Dwyght Jun^r

Tho^s Williams Esq^r
Caus Special

Jury for Trials

viz Isaac Clark foreman - Noah Cooke
Abner Bliss Daniel Dickinson
Elkanah Bunt Nathaniel Weller
Enoch Clarke Moses Noble
John Wait Thomas French
Simeon White Alexander Norton

John Sharpe gent. & others plt^s vs Tho^s Buckminster gent. def^t in a plea wherein the plt^s demand against the Def^t. the fifty first original Lot & is by the Records of this Court at the last Term thereof appeareth at large - The plt^s being now three times publicly called to come into Court & prosecute their action & are nonsuit & the Def^t. likewise defaulted & y^e Action thereupon discontinued.

John Sharpe gent. & others plt^s vs Thomas Buckminster gent. def^t in a plea wherein the plt^s demand ag^t the def^t. the eleventh original House lot & of at large appears on Records of this Court at the last Term thereof - The plt^s being now three times publicly called to come & prosecute their action ag^t y^e Def^t. are Nonsuit & the Def^t. likewise Defaulted & the Action is thereupon discontinued.

John Patterson of Greenwin geoman plt. vs Moses Smith late of Ware gent. def^t in a plea of the Case & as y^e Records of this Court at the last Term thereof at large appears - The parties by their respective attornies appear - & they mutually agree that the Case be further continued to the next Term of this Court to be at Northampton on y^e Second Tuesday of February next. It is accordingly continued.

Joseph Billing of Hatfield gent. who sues as well for y^e Treasurer of the County of Hampshire and for y^e Treasurer of the Town of Hadley as for himself plt. vs Joseph Hubbard of Hadley gent. def^t in a plea that he renders & as y^e Records of this Court at the last Term thereof at large appears - And now the parties appear the plt. by Joseph Hawley Esq^r his att^r and the 1st Joseph Hubbard in his proper person & the 2^d Hubbard comes & well acknowledges and confesses that during the Term mentioned in the plt^s decⁿ he used & exercised the business of a Shoemaker and in the same Term tanned two hides and carried one contrary to the Statute mentioned in the plt^s Decⁿ and that by Virtue thereof he hath forfeited to the plt. suing for himself & the said Treasurer of the town of Hadley and for the Treas^r of the said County of Hampshire the sum of twenty Shillings in the whole besides which he says he owes the plt. nothing in manner and form as the plt. in his decⁿ alleges & thereof puts & And the plt. says he is content to take Judgment for the said sum of twenty Shillings which the def^t. by his foregoing plea has confessed to be forfeited by him to the plt. to the uses above^d and for y^e residue of the sum which is in his Writ declared to be forfeited by y^e def^t. he y^e plt. will no further prosecute - It

Ol.
Billing
Hubbard } It is therefore Considered by the Court that the said Joseph Billing do recover
against the said Joseph Hubbard to the uses abovesaid Twenty Shillings lawful
money Debt & Cost of this Suit taxed at £ like money

Bowler
or
Cap- } Biddad Bowler of Westfield in y^e County of Hampshire Trader plt. vs Ezra Clapp.
of s^d Westfield gent Deft in a plea of the Case & as at large appears on Record of
this Court at the last Term thereof. The parties appear. The Referees to whom
this Case was referred now report "That they find for the plt. Seventy four pounds
Eight Shillings and two pence half penny & Cost of Court and Cost of the
Reference which is 15/- And the report is accepted. It is therefore Considered
by the Court that the said Biddad do recover against the said Ezra Seventy
four pounds Eight Shillings and two pence half penny lawful money Dam^t
and Cost of this Suit taxed at Three pounds Eleven Shill^s & Seven pence -
Ex^{is} 20th Nov^r 1762

Same
agt
Wright } Biddad Bowler of Westfield & Trader plt. vs Gershom Wright of s^d Westfield
Blacksmith Deft in a plea of the Case & as by the Record of this Court at the
last Term thereof at large appears. The parties appear. And the Referees
to whom this Case was referred now report "That having convened together &
heard the parties & the allegations on both sides they determine that the said
Biddad the plt. pay the Deft. the Sum of four Shillings and Two farthings
as Debt or Damages and also his Cost together with nine Shillings for their
own Trouble. And the report is accepted. It is therefore Considered by the
Court that the said Gershom do recover against the said Biddad four Shill^s
and two farthings lawful money Damages & Cost & Expenses in defending
this Suit taxed at forty two Shillings & nine pence. Ex^{is} 7th Jan^y 1763.

Worthington
Eng^r or
Hinds & } John Worthington of Springfield in the County of Hampshire Esq^r plt. vs
Jacob Hinds of Pelham Gent. & Joseph Hinds of Greenwich yeoman both in the
same County Deft^s in a plea that they render & as appears at large on Record
of this Court at the last Term thereof. The plt. appears. The deft^s being three
times publicly called make default of appearance in Court. It is therefore
Considered by the Court that the said John do recover against the s^d Jacob
& Joseph Seventeen pounds five Shillings and Two farthings lawful money
being the Chancery of the bond declared on Debt & Cost of Court taxed at
Two pounds one Shilling & nine pence. Ex^{is} 24th Nov^r 1762

Banoroff
or
Miller } Benjⁿ Banoroff of Suffield in the County of Hampshire yeoman plt. vs
Daniel Miller of Springfield in the same County Gent^r Deft. in a plea
of the Case & as appears at large on Record of this Court at the last Term thereof.
The plt. appears. The deft. tho' three times publicly called to come into Court doth
not come but makes default of appearance. It is therefore Considered by
the Court that the s^d Benjamin do recover against the Daniel the Sum of
£ lawful money Damages and Cost of Court taxed at one pound
Eighteen Shillings and three pence like money. After all which y^e Deft.
by Cornelius Jones Gent. his att^r comes into Court and appeals from
the Judgment of this Court to the Superior Court of Judicature & to be
holden at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next and he recognizes with Sureties as
the Law directs for the appellants prosecuting his appeal with
Effect as by the s^d Recognizance on file appears.

Joseph Billing of Hatfield in the County of Hampshire Gent. plt. vs Jonathan Carver
ately of Montague in the same County Gent. Def. in a plea of the Case & as by
the Records of the last Term fully appears - The plt. appears - The def. being three
times publicly called to come into Court makes default of appearance -
It is therefore Considered by the Court that the said Joseph do recover against
the said Jonathan Seven pounds nine shillings & two pence one farthing
lawful money Damages & Cost of Court taxed at forty two Shillings & five pence.

Solomon Williams of Lebanon in the County of Windham & Clerk plt. vs Hannah
Dewer lately of Springfield in y^e County of Berkshire in a plea that she y^e R.
Hannah render to him five hundred pounds & as at large appears on Record of
his Court at the last Term thereof - & now the parties by their attorneys come and
agree that y^e Case be further continued under the former rule by y^e next Term of
the Court that the Referees may have opportunity to consider the same and it
is accordingly Continued -

Bildad Fowler of Westfield in the County of Hampshire Trader appellant vs David
Bolton of a place called Westfield River branches in s^d County yeoman appellee &
as at large appears on Record of the Court at the last Term thereof - The parties were
into Court. And the Referees to whom this Case was referred now report that they
having heard the parties with their Allegations & Proofs do Judge & Determine that
the s^d Bildad recover the sum sued for being 10^s. and Cost of Courts & Cost of reference
being one pound 7^s. & the Report is accepted - It is therefore Considered by the
Court that the said Bildad do recover against the said David ten Shillings
lawful money Damages and Cost of Court taxed at £ like money

Aaron Mighills of Brimfield in the County of Hampsh^r. yeoman Adm^r. on y^e Estate
of Samuel Mighills & plt. vs Daniel Miller of Springfield in s^d County Gent. def. {Mighills
in a plea of the Case & as y^e Records of the last Term fully appears - The plt. {Adm^r.
appears - The def. tho' three times publicly called to come into Court doth not come
but makes default of appearance & It is therefore Considered by the Court that
the s^d Aaron in s^d Capacity do recover against the said Daniel nine pounds
five shillings and two pence one farthing lawful money Damages & Cost of
Court taxed at Two pounds Eight Shillings & seven pence - After all which
the said Daniel by John Worthington by his attorney comes into Court & appeals
from the Judgment of this Court to the Superior Court of Judicature & to be holden
at Springfield within & for the County of Hampshire on the fourth Tuesday of
September next. & he recognizes with Sureties as the Law directs for the said
Daniel's prosecuting his appeal with Effect. as y^e s^d Recogn^{ce} on file appears.

Jeremiah Chapin of South Hadley in the County of Hampsh^r. yeoman plt. vs John
Barber Jun^r. Yeoman & Abner Barber yeoman both of Springfield in s^d County {Chapin
left in a plea of the Case & as appears at large on Record of the last Term - And {Barber &
now the parties by their respective attorneys come into Court and agree that the
Case be further Continued to the next Term of the Court & it is accordingly Continued.

Ebenezer Pomeroy gent. & Esther Pomeroy Gentlewoman both of Northampton in y^e {Pomeroy
County of Hampshire Adm^r. on y^e Estate of Elisha Pomeroy & plt. vs John Johnson {Adm^r.
ately of Pelham in y^e same County Gent. def. in a plea of the Case & as at large {Johnson
appears on Record of this Court at y^e last Term thereof - And now the parties by
their respective Att^s come into Court and agree that this Case be further Continued
by y^e next Term of the Court & it is continued accordingly -

62 - Ebenezer Bacon of Enfield in the County of Hampshire yeoman plt. vs John Hills
Bacon
Hills - of Springfield in the same County yeoman deft. in a plea of the Case for that said
John at said Springfield on the second day of September last by his note dated
the second day of August last for Value recd. promised the plt. to pay him four
pounds 10s. lawful money on demand with lawful interest for the same till paid
yet the s^d. John tho' often requested hath never paid the same or any part
thereof but unjustly neglects it to the plt's Damage Six pounds - The plt.
appears. The deft. tho' three times publicly called to come into Court doth not
come but makes default of appearance - It is therefore Considered by the
Court that the s^d. Ebenezer recover against the said John four pounds eleven
Shillings & Six pence one farthing lawful money Damages and Cost of Court
taxed at one pound fifteen Shillings & Three pence - After all which the deft.
by Cornelius Jones Gent. his att^r. comes into Court and appeals from the
Judgment of this Court to the Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday
of September next and he recognizes with Sureties as the Law directs for
the appellants prosecuting his appeal with Effect as by said Recognizance
on file appears -

Fitchwick
Warner - Caleb Fitchwick of Brookfield in the County of Worcester yeoman plt. vs Samuel
Warner of Springfield in the County of Hampshire yeoman deft. in a plea of the Case
for that said Samuel at Springfield afores. on the fourth of August 1761 by his
note for Value received promised said Caleb to pay him six pounds lawful money
on demand with lawful interest for the same till paid yet s^d. Samuel tho'
often requested hath not paid the same or any part thereof but he unjustly
neglects to do it to the damage of s^d. Caleb as he says five pounds - The plt. appears.
The Deft. being three times publicly called to come into Court makes default of
appearance - It is therefore Considered by the Court that the s^d. Caleb recover
against the said Samuel Two pounds thirteen Shillings and a penny lawful
money Damages and Cost of Court taxed at one pound sixteen Shill^s & three pence.
After all which the said Samuel by John Worthington Esq. his attorney comes
into Court and appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County of Hampshire
on the fourth Tuesday of September next and he recognizes to the said Caleb
with Sureties as the Law directs for the Appellants prosecuting his appeal
with Effect as by said Recognizance on file appears -

Pease
or
Cooley - Ephraim Pease of Enfield in the County of Hampshire Gent. plt. vs Joel Cooley
of Springfield in the same County yeoman deft. in a plea of the Case wherein y^e.
plt. demands nine pounds 6s. which the deft. on the second of February last by
his note promised the plt. on demand with use &c. as is fully set forth in y^e. Writ.
The plt. appears. The deft. being three times publicly called makes default of
appearance in Court - It is therefore Considered by the Court that the plt. do
recover against the Deft. nine pounds sixteen Shill^s lawful money Dam^s & Cost
of Court taxed at one pound fifteen Shill^s & three pence.

Worthington
or
Phelps - John Worthington of Springfield in the County of Hampshire Esq. only surviving
Executor of the last Will and Testament of John Worthington late of s^d. Springfield
Gent. dec^d. plt. vs Israel Phelps of Enfield in the same County yeoman deft. in a
plea of the Case wherein y^e. plt. demands forty two pounds 13s. 11d. in bills of the old
Tenor equivalent to Silver at 30s. per ounce & which the deft. on the seventh of

of February 1743 by his note promises the s^d Testator then living to pay him by the first day of April then next with Interest but hath never paid & as by the Vrit on file is more fully set forth - The plt. appears - The deft. being three times publicly called to come into Court makes default of Appearance &c. It is therefore Considered by the Court that the said John Worthington Esq. in s^d Capacity do recover against the s^d Israel Phelps nine pounds thirteen Shillings and a penny lawful money Damages and Cost of Court taxed at one pound thirteen Shillings & three pence -

Thomas Bell of Roxbury in the County of Suffolk yeoman plt. vs W^m Patterson & Palmer in the County of Hampshire yeoman deft. in a plea of the Cap wherein the plt. demands fourteen pounds 11/6 which y^e deft. by his note on the 28th of May 1759 promised the plt. to pay him or order in two months with Interest but has never paid - The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the said Thomas do recover against the s^d William sixteen pounds Twelve Shillings and Two pence lawful money Damages & Cost of Court taxed at Two pounds sixteen Shillings & three pence.

Josiah Dwight Esq. & John Worthington Esq. both of Springfield in the County of Hampshire plt^s vs Aaron Van Horne of s^d Springfield yeoman deft. in a plea of Case for that s^d Aaron at s^d Springfield on the 10th of March 1762 by his note for Value received promised the plt^s to pay them or their order Twenty four pounds lawful money on demand with interest for the same till paid Yet s^d Aaron tho' often requested hath never paid the same or any part thereof but unjustly neglects to do it to the Damage of the plt^s Thirty pounds - The plt^s appear - The deft. being three times publicly called makes default of appearance in Court.

It is therefore Considered by the Court that the s^d Josiah and John do recover against the said Aaron Twenty four pounds nineteen Shillings & two pence two farthings lawful money Damages & Cost of Court taxed at one pound eleven Shillings and five pence like money - After all which the s^d Aaron by Cornelius Jones Gent. his Attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and for y^e County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the appellants prosecuting the appeal with Effect as by s^d Recognizance on file appears -

Clement Sumner of Keene in the Province of New Hampshire Clerk plt. vs Joseph Crew of Springfield in the County of Hampshire yeoman deft. in a plea of the Case for that s^d Joseph at said Springfield on the eighth day of October 1761 by his note for Value received promised s^d Clement to pay him five pounds lawful money by the fifteenth of May then next with lawful Interest for the same from the eighth day of January next following the date of s^d note till paid yet s^d Joseph tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the Damage of s^d Clement seven pounds - The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the s^d Clement do recover against the said Joseph five pounds ten Shillings and Six pence lawful money Damages And Cost of Court taxed at Two pounds and three pence,

After all Which the Deft. by Cornelius Jones Gent. his attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature

63. to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by said Recognizance on file appears —

Kingbury
or
Burbank Joseph Kingsbury of Springfield in the County of Hampshire yeoman plt. vs Timothy Burbank of Springfield in s^d County yeoman Def. in a plea of the Case wherein the Plt. demands ten pounds which y^e Def. on y^e 29th of June last by his note promised the plt. within three months but has not paid & as y^e Writ appears the plt. appears — The Def. being three times publicly called makes default of appearance in Court — It is therefore Considered by the Court that y^e plt. recover against the Def. Ten pounds one Shilling & four pence lawful money Damages & Cost of Court taxed at thirty five Shillings & three pence —

Flagg
or
Gosn Gershom Flagg of Woburn in the County of Middlesex yeoman plt. vs Tho^s Gosn of Granville in the County of Hampshire yeoman Def. in a plea of the Case wherein y^e plt. demands Two pounds 10/6 which y^e Def. on the fifth of August last by his note promised the plt. to pay him or his order in six days but has never paid — as by the Writ more fully appears — The plt. appears — The Def. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the s^d Gershom do recover ag^t the s^d Thomas Two pounds ten Shillings and six pence lawful money Damages and Cost of Court taxed at Two pounds Sixteen Shillings & eleven pence —

Kilborn
or
Egleston George Kilborn of Weatherfield in the County of Hartford & Colony of Connecticut in New England yeoman plt. vs Bigot Egleston late of Windsor in y^e County of Hartford & aforc^d now of a place called the branches of Westfield's River in the County of Hampshire yeoman Def. in a plea of the Case in a plea of y^e Case for that said Bigot at a place called Weatherfield in Springfield aforc^d on the last day of October A^d 1761 being justly indebted to the said George in the sum of four pounds 16/6 lawful money for one choice good hunting Saddle & Bridle there before that time sold and delivered by the said George to the s^d Bigot at his special Instance & Request according to the account on file in consideration thereof the s^d Bigot then and there undertook and to the s^d George faithfully promised that he would pay the s^d George s^d sum on demand yet tho^s often requested the s^d Bigot hath never paid the same but he wholly denies to do it to the Damage of y^e s^d George five pounds — The plt. appears — The Def. being three times publicly called makes default of appearance in Court — It is therefore Considered by the Court that the said George do recover against the s^d Bigot four pounds Sixteen Shillings and six pence lawful money Damages & Cost of Court taxed at Two pounds and three pence — After all Which the Def. by Charles Phelps gent. his attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognises with Sureties as the Law directs for the appellant's prosecuting his appeal with Effect as by said Recognizance on file appears —

Ashley
or
Watson Margaret Ashley of Westfield in the County of Hampshire Gentlewoman and Executrix of the last Will and Testament of Israel Ashley late of s^d Westfield vs Dec^d plt. vs James Watson of Westfield aforc^d yeoman Def. in a plea of the Case for that said James at said Westfield on the 24th of May 1758 by

by his note for Value received promised the s^d Israel then alive to pay him
or order five pounds one Shilling and two pence within six months from the
date of s^d Note with lawful Interest for the same till paid yet s^d James tho'
often requested did not perform his s^d promise while the said Israel lived
or hath he performed it since the death of the said Israel but has always
witherto denied & still doth deny to do it to the p^lt^s Damages eight pounds -
the p^lt. appears - The def^t. being three times publicly called makes default
of appearance in Court - It is therefore Considered by the Court that the
said Executrix in this Capacity do forever against the s^d James Six
pounds eight Shillings and two pence lawful money Damages & Cost
of Court taxed at one pound twelve Shillings and a penny - After all
which the s^d James by Cornelius Jones gent. his attorney comes into Court
and appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next and he recognises
with Sureties as the Law directs for the appellants prosecuting his
appeal with Effect as by s^d Recognizance on file it appeareth -

Silvester Gardner of Boston in the County of Suffolk Esq and W^m Terson of Hartford in
the County of Hartford in the Colony of Connecticut a potherary p^lt^s vs Elisabeth
Barber of Westfield in the County of Hampshire spinner and Widow def^t. in a plea
the Case wherein they demand three pounds of which y^e def^t. on the 3^d of Oct^r 1760 by
a note promised One Sam^l Smith to pay him or order on demand with Interest
who afterwards ordered y^e payment thereof to be made to the p^lt^s but y^e def^t. has
not done y^e same & The p^lt^s appear - The def^t. being three times publicly called
makes default of appearance in Court - It is therefore Considered by the
Court that the p^lt^s do forever against the def^t. Three pounds fifteen Shillings
lawful money Damages and Cost of Court taxed at forty three Shill^l & 3^d -

Martin Dewey of Armenia hencefore called Cornelbow Precinct in Dutchess County
and Province of New York Gent. p^lt. vs Thomas Dewey of Westfield in y^e County
of Hampshire yeoman def^t. in a plea of the Case for that s^d Thomas at s^d Westfield
on the 29th of January 1760 by his note for Value received promised s^d Martin
to pay him or order thirteen pounds 2/6 on demand with lawful Interest for
the same till paid yet said Thomas tho' often requested hath never paid the
same but denies to do it to y^e Damages of the s^d Martin fourteen pounds -
The p^lt. appears - The Def^t. being three times publicly called to come into Court
makes default of Appearance - It is therefore Considered by the Court that the
said Martin do forever against the said Thomas Eleven pounds eight Shillings
and four pence lawful money Dam^s & Cost of Court taxed at two pounds 12^d -
After all which the s^d Thomas by John Worthington Esq. his attorney comes into
Court and appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next & he recognises with
Sureties as the Law directs for the s^d Tho^s prosecuting this appeal with
Effect as by s^d Recognizance on file it appeareth -

John Mase of Monson in the County of Hampshire yeoman p^lt. vs Joseph Moulton
of y^e same Monson yeoman def^t. in a plea of the Case for that the def^t. at s^d Monson
on the 26th of Oct^r 1761 by his note for Value rec^d. promised one Jonas Mase to pay him
or order three pounds 13/4 on Demand with Interest till paid, also for that the def^t. at

64
Mace
Moulton } at said Moulton on the 31st of Dec: 1760 by his other note for Value recd. promised
the S^r Jonas Mace to pay him or order five pounds 5/2¹/₄ by the first of October
then next with the Interest till paid Which S^r Notes the S^r Jonas by his
Indorsement on the back of each of them on the 22^d of Oct: last indorsed over
to the plt. and ordered the payment of the Contents of S^r notes then wholly due &
unpaid to be made to the plt. of all which the deft. at S^r Moulton instantly had
notice and so became liable to pay the Contents of S^r notes to the plt. and then
and there promised the plt. to pay him the same on demand yet the deft. tho'
often requested hath never paid the same or any part of it same but neglects
to the plt. Damage Ten pounds - The plt. appears - The deft. being three
times publicly called to come into Court makes default of appearance -
It is therefore Considered by the Court that the plt. do recover against the
def't. eight pounds three Shillings and ten pence lawful money Damages
and Cost of Court taxed at one pound nineteen Shillings and eleven pence -
After all which the deft. by Moses Oliph Gent. his attorney comes into Court
& appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on
the fourth Tuesday of September next the recognizance with Sureties as if Law
directs for the Appellant's prosecuting his appeal with Effect as by said
Recognizance on file appears -

Kibbe
Clark } Terah Kibbe of Somers in the County of Hampshire yeoman plt. vs Edward
Clark of Rutland in y^e County of Worcester Gent. def't. in a plea of y^e Case where-
in the plt. demands the value of sixty four Gallons of Good West India Rum
which y^e def't on the 17th of April 1762 by his note promised y^e plt. to deliver to
him or his order at Hartford by y^e 10th of May then next but has never done it -
The plt. appears - The Def't. being three times publicly called makes default of
appearance in Court - It is therefore Considered by the Court that the plt. do
recover against the def't. thirteen pounds lawful money Damages and Cost of Court
taxed at Two pounds and five pence.

Swans
Barnett
al - } Moses Swans of Roxbury Canada alias Mount Grace in the County of Hamp-
shire yeoman plt. vs David Barnett yeoman and Joseph Goodell yeoman both
of y^e afores^d Roxbury Canada Def'ts in a plea of the Case wherein y^e plt. demands
Twenty nine pounds 3/4 which they on the first of March last by their note
promised him by the first of August then next with lawful Interest & as
by the Writ more fully appears - The plt. appears - The def't. being three times
publicly called makes default of Appearance in Court - It is therefore Con-
sidered by the Court that the S^r Moses recover against the said David and
Joseph nineteen pounds seventeen Shillings and ten pence lawful money
Damages and Cost of Court taxed at Two pounds & seven pence.

Williston
Miller } John Williston of Springfield in the County of Hampsh. yeoman plt. vs J^r Miller
S^r of Northampton in S^d County fordwainer def't. in a plea of the Case wherein
the plt. demands Twelve pounds 3/4 which the def't. on the 29th of Jan: 1762
promised the plt. by the first of August then next with Interest till paid, from
that day - but has not paid y^e same &c - The plt. appears -

The def't. being three times publicly called to come into Court makes
Default of Appearance &c It is therefore Considered by the Court that the
plt. do recover against the Def't. Twelve pounds Six Shillings & four pence
lawful money Damages & Cost of Court taxed at one pound eight Shillings
and five pence -

Ex^{te} is? Jan: 7th 1763 -

By Joseph Hawley Esq^r his Att^r comes into this Court
John Adarn of Shutebury in the County of Hampshire yeoman Complain of ^{Adarn}
an Willson lately of Petersham in the County of Worester Gent. in a plea of ^{Willson}
a Case for that whereas the said John Willson the deft. on the 7th of June 1762
Springfield in s^d County of Hampshire by his note for Value received promised
to s^d John Adarn the plt. to pay and deliver to him the plt. or order Eleven
pounds lawful money worth of Rum at Abel Chapin's at Chiquepe / meaning
the dwelling house of Abel Chapin living in that part of the Town of Spring-
field afores^d called (Chiquepe) within Two months from the s^d Twentieth day of
June afores^d. And the s^d plt. declares that he was during the whole of y^e said
Two months always present at the above^d place of Delivery ready to receive
accept of the said Rum yet the deft. tho' often thereto requested has not paid
delivered said Rum or any part thereof to the plt. but he wholly denies
to do it to the damage of y^e s^d John Adarn seventeen pounds. ^{Solomon Holbrook the deft. or his Att^r comes and}
but this Case be continued to y^e next Inferior Court of Common pleas to be held
at Northampton for y^e County of Hampshire on y^e second Tuesday of February next -

Overton Brinwick of Chesterfield in the County of Hampshire yeoman plt. or ^{Brinwick}
Samuel Holbrook lately of Scituate in the County of Plymouth Tanner deft. ^{Holbrook}
in a plea of the Case for that the deft. on the 12th of March 1761 at Northamp-
ton afores^d by his note for Value rec^d promised the plt. to pay him six pounds
eighteen shillings on demand with the lawful Interest thereof till paid
yet the deft. tho' often requested hath not paid the Contents of s^d note but he
wholly denies to do it to the plt. damage Ten pounds - The plt. appears -
the deft. being three times publicly called to come into Court makes default
of Appearance - It is therefore Considered by the Court that the plt. recover
against the deft. seven pounds eleven shillings and ten pence lawful money
damages and Cost of Court taxed at two pounds eight shillings & three pence
After all which the s^d Samuel by John Worthington Esq^r his Attorney comes
into Court and appeals from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield within and for y^e County
of Hampshire on the fourth Tuesday of September next The recognizes with
sureties as the Law directs for the Appellant's prosecuting the Appeal with
Effect as by s^d Recognizance on file appears -

Obadiah Dickimon of Hatfield in the County of Hampshire Gent plt. or David Gould ^{Dickimon}
lately of Sunderland in the County afores^d yeoman deft. in a plea of the Case for ^{Gould}
that the deft. on the 15th day of January AD 1761 at Hatfield afores^d by his note for
Value received promised the plt. to pay him or his order nine pounds 10¹/₂ lawful
money on demand with the lawful Interest thereof till paid Yet the deft. tho'
often thereto requested has not paid the Contents of the s^d Note but he wholly
denies to do it to the damage of the s^d Obadiah fifteen pounds - The plt. appears.
The deft. being three times publicly called to come into Court makes default of
Appearance in Court - It is therefore Considered by the Court that the plt. do
recover against the Deft. Nine pounds nine shillings and five pence lawful money
damages and Cost of Court taxed at one pound five shillings & eleven pence
After all which the deft. by Simon Strong Gent. his Att^r comes into Court and
appeals from y^e Judgment of this Court to the Superior Court of Judicature to be
held at Springfield within and for the County of Hampshire on y^e fourth
Tuesday of September next and he recognizes with sureties as y^e Law directs for y^e
Appellant's prosecuting y^e appeal with Effect as by s^d Recogn^d on file appears -

65- Mary Sheldon of Southampton in the County of Hampshire Widow plt. vs
Sheldon
vs
Root David Root lately of Westfield in the County of Hampshire husbandman
deft. in a plea that he render to her Seventy Seven pounds four Shillings &
Eight pence lawful money which the deft on the Eleventh of May 1753. by his bond
bound himself to her to pay her on demand but he hath never done it & -
The plt. appears - The deft. being three times publicly called makes default of
appearance in Court - It is therefore Considered by the Court that the plt. do
recover against the Deft. forty pounds Eleven Shillings and four pence half penny
lawful money being the Chancery of the bond declared on debt & Cost of Court taxed
at one pound Seven Shillings and five pence - Ex: 1st July 25: 1763 -

Eastman William Eastman of South Hadley in the County of Hampshire Shopkeeper plt. vs
Bartlit Nathaniel Bartlit of the Town South Hadley Sadler deft. in a plea of the Case for
that whereas the Deft on the Twentieth day of April A.D 1762 at South Hadley afores.
by his note for Value received promised the plt. to pay to him eight pounds fourteen
Shillings and Two pence lawful money on demand with the lawful Interest of
the said Sum till paid yet the deft. tho' often requested has not paid the Contents
of the said note to the plt. but he wholly denies to do it to the damage of the s^d W^m
as he says Twelve pounds - The plt. appears - The deft. being three times publicly
called makes default of appearance in Court - It is therefore Considered by the
Court that the said William do recover against the said Nathaniel eight pounds
five Shillings and seven pence lawful money Damages and Cost of Court taxed at
one pound five Shillings and ten pence - After all which the s^d Nathaniel by
Charles Phelps Gent. his attorney comes into Court and appeals from y^e Judgment
of this Court to the next Superior Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of September next
and he recognizes with Sureties as the Law directs for the appellants prosecuting
his appeal with Effect as by said Recognizance on file it appeareth -

Smith Thinehas Smith of South Hadley in the County of Hampshire yeoman plt. vs
Bartlit Nathaniel Bartlit of South Hadley aforesaid Sadler and John Chandler of y^e
et al. same South Hadley Cordwainer Defts in a plea of the Case for that whereas y^e
deft on the 13th day of September A.D 1760 at South Hadley afores. by their note
for Value received jointly promised to the plt. to pay to him forty pounds
nine Shillings and two pence meaning that Sum of the lawful money
of the Province of the Massachusetts Bay in New England within three months
from the said thirteenth day of September and in Case of non payment
within that time the lawful interest of the said Sum from the End of the s^d
three months till paid yet the defts or either of them tho' often thereto
requested have not paid the Contents of the said note to the plt. but they wholly
deny to do it to the damage of the said Thinehas forty eight pounds -
The plt. appears - The defts being three times publicly called to come into
Court make default in their appearance - It is therefore Considered by
the Court that the s^d Thinehas do recover against the s^d Nathaniel and John
thirty three pounds four Shillings and three pence lawful money Damages
and Cost of Court taxed at one pound five Shillings and ten pence -
After all which the defts by Charles Phelps gent. their Attorney come into
Court and appeal from the Judgment of this Court to the Superior Court
of Judicature to be holden at Springfield within and for y^e County of
Hampshire on the fourth Tuesday of September next and

And he recognizes with Sureties as the Law directs for the Appellants prosecuting their appeal with Effect as by said Recognizance on file appears —

The Inhabitants of the Second Parish in the District of South Hadley in the County of Hampshire p^lt^s vs The Inhabitants of the first Parish in South Hadley Dist^{ct} in a plea of the Case as ff of Record of this Court at the last Term thereof it fully appeareth — The referees to whom this Case was referred not having reported to this Court their Determination therein the Case is by Agreement of the Parties further Continued to the next Term of this Court under the same rule —

(The Second Parish in South Hadley or of first)

Joseph Hubbard of Hadley in the County of Hampshire yeoman p^lt^s. James Conkey of Delbarsh in the same County yeoman & ff. in a plea of the Case &c as at large appears on Record of this Court at the last Term thereof — There being no Report made in this Case, by Consent of the Parties the Case is further Continued to the Inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the Second Tuesday of February next under the former Rule —

(Hubbard vs Conkey)

Benjamin Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Eliza Pomeroy lately of Northampton afores^d Gent^l deceased intestate p^lt^s vs Samuel Marshall of Northampton afores^d yeoman left in a plea of the Case &c as it appears at large on Record of this Court at the last Term thereof — There being no Report made in this Case — By Agreement of the Parties the Case is further Continued to the Inferior Court of Common Pleas to be holden at Northampton for y^e County of Hampshire on the Second Tuesday of February next under the former Rule of the Court —

(Pomeroy Admin^{rs} vs Marshall)

Simson Strong of Amherst Gent^l is now admitted by the Court to practice as an attorney in this Court and he now had the Oath by Law appointed to be taken by an attorney administered to him in open Court accordingly —

(Mr. Simson Strong Att^y)

The foregoing Judgments and Orders being made and entered up this Court adjourn'd without Day —

Teste W^m Williams Clerk —

66. Hampshire p. Anno Regni Regis Georgii Tertii magnae Britanniae
1762. Franciae et Hiberniae Tertio

November
Court of
Sessions

At his Majesty's Court of General Sessions of the Peace begun and
held at Northampton within and for the County of Hampshire on
the Second Tuesday of November (being the Ninth day of said
month) Anno Domini 1762

Justices of said Court present viz	Gravel Jury	Jury for Trials -
Israel Williams Esq ^r	John Hawks foreman	Ezra Clark foreman
John Worthington Just ^s	Nath ^l Atkinson	Abner Bliss
Elijah Williams of the	Reuben Bliss x absent	Uthamah Burt
Joseph Hawley Quor ^m	Edw Lyman x absent	Enoch Clarke
Tim Dwyght Jun ^r Juror	John Baker	John Wait
Seth Field	Joshua Dickinson	Simoon White
Thomas Williams	Moses Dickinson	Noah Cooke
Eleazer Porter	Jonathan Cooke	Daniel Dickinson
	Elisha Ingram x absent	Nathaniel Weller
	John Danvers	Moses Noble
	Elisha Parks	Thomas French
	Jon ^s Burke	Alleaander Norton -
	Samuel Nichols x absent	(This Jury tried
	John Clary	Fuller & Miller -
	Moses Field -	
	This Jury attend ^d 2 Days -	

James Nivins of Greenwich in the County of Hampshire Gent. Comp^d ad et
The Inhabitants of the Town of Greenwich afores^d deff^s setting forth that he is
damaged by a Way laid across his Land there to as by the Record of this Court
at the next preceding Term thereof fully appears - The parties appear.
And now at this Term comes into Court John King a Deputy Sheriff of y^e County
of Hampshire and brings into this Court the Verdict of a Jury, by him summoned
and impannelled ^{purvante to a Warrant which was issued} in obedience to the order of this Court at the last Term thereof
to inquire of the several Matters of Inquiry in s^d Order mentioned & who
were by him caused to be sworn as the Law directs to declare truly on the s^d
matter of Inquiry, under the hands and Seals of the s^d Jurors in the words
following viz We the Subscribers Jurors of a Jury summoned impannelled
and sworn to adjudge and determine of the Convenience and Necessity of
the Road in the for recited Complaint mentioned as well as of y^e Damages
occasioned thereby to the said Complainant James Nivins by being
laid out across his Land in the said Complaint mentioned having
been on the spot viewed and examined the said Road heard all y^e parties
concerned and having duly considered all the several matters alledged
relative to the several points afores^d Do on our Oaths say that the said
Road where it is now laid is altogether inconvenient for the People
Inhabitants of s^d ^{Town of} Greenwich And that the Damages occasioned to the
said James Nivins by the Laying out the said Way or Road across his
Land (if continued) is nine pounds lawful money Witness our hands
& Seals this 4th day of Nov^r 1762 W^m Scott Jun^r &c as on file -
And the foregoing Verdict is accepted - & It is thereupon Considered by y^e Court
that the Way or Road mentioned in y^e s^d Complaint so far as it crosses y^e Land
of the s^d James shall be and hereby is discontinued - And it is further
Considered that the said James do recover against the Inhabitants of
s^d Town of Greenwich Eleven pounds 13/9 lawful money allowed him by
the Court in his Cost and Expenses & He may have his Ex^{ts} &c

The Grand Jurors of our sovereign Lord the King for the body of the County of Hampshire do on their oaths present That Zebulon Fuller yeoman David Scott
yeoman Ebenezer Webber yeoman and William Miller yeoman all of a place } *St. Nea*
called the branches of Westfield River in said County of Hampshire at the } *Fuller*
dwelling house of one Joseph Morse in the place last mentioned on the 24th } *Miller*
day of April last past in the second year of the reign of the Lord the King that
was with force and arm that is to say with sword axes Clubs Staves and
other Weapons did riotously and unlawfully meet and assemble themselves
together to disturb the Peace of the said Lord the King and being so assembled
and met together did then and there with force and arm unrevoked pull down
and destroy part of the Roof of s^d Dwelling house of s^d Joseph Morse he the said
Joseph with divers other persons of his the s^d Joseph's family being then in
said house in the Peace of the said Lord the King threatening great damage
to the said Joseph to the great Terror and Damage of the s^d Joseph and the
other persons in s^d house Contrary to the Law and against the Peace of s^d Lord the King his Crown and Dignity - Which presentment was made
at the Last Term of this Court and Signed John Hawks foreman -
And now come before the Court Zebulon Fuller and William Miller two
of the persons named in the presentment (being held by Recognizance for
his purpose) and being set to the bar and put to plead to the matters charged
in this presentment they severally plead that they are nothing guilty of s^d
crime - A Jury being sworn according to Law to try the Issue between our
s^d Lord the King and the Def^t After a full hearing Return their Verdict
therein that is they on their Oaths say the s^d Zebulon and s^d William are
guilty - It is thereupon Considered by the Court that the s^d Zebulon pay a fine
of fifteen shillings lawful money to be to his Majesty for the support of the
Government of this Province & Cost of Prosecution taxed at eight pence &
seven pence like money & it is further Considered that the s^d Zebulon do find
sureties in the sum of £10. for the being of the good behaviour towards all his
Majesty's liege Subjects especially the s^d Joseph Morse for the space of three
months from this time Standing Committed &c - It is also Considered that
the s^d William pay a fine of 15^s. lawful money to the use above s^d Cost of
Prosecution - & that he also find sureties in the sum of £10 to keep the
peace and be of the good behaviour towards all his Majesty's liege people
especially the said Joseph Morse for & space of three months as afores^d } *Fuller*
Standing Committed &c - Warrant to Commit s^d Fuller is^d 11th Nov. 1762 } *Committed*
The s^d W^m appeals from the judgement of this Court to y^e next Superior
Court of Judicature Court of Assize and General Goal Delivery to be held at
Springfield within and for y^e County of Hampshire on y^e fourth Tuesday
of September next Ther^s W^m principal in £10. John Miller of Northampton
and Elias Lyman of Southampton sureties in £5 each recognize to our s^d
Lord the King for the s^d W^m his personal appearance at the s^d Court to pro-
secute the appeal there and for his abiding the order of s^d Court in y^e premises
that he do not depart without Licence and in the mean time keep y^e peace &c

The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their Oaths present that Samuel Fisk late of Lexington in the } *St. Nea*
County of Middlesex Gent. on the ninth day of May last past the same being } *Fisk*
Sabbath or Lord Day unlawfully and without any reasonable Cause or excuse
did travel from y^e Town of Pelham in s^d County the space of twenty miles in the

67- To the Town of Western in the County of Worcester against the peace of the said
L^d Rex Lord the King and to the evil Example of others and Contrary to a Law of this
Lishⁱⁿ Province in that Case made and Provided - Which presentment was made
at the last Term of the Court and Signed John Hawks foreman -
The deft. was now brought before the Court and being set to the bar and required
to plead to the presentment he pleads that he is guilty thereof - The Court
having considered of the Offense do order that the deft pay a fine of twenty
Shillings lawful money to be to the use of the poor of the Town of Greenwich
in said County and Cost of Prosecution taxed at twenty three Shillings and
eleven pence Standing Committed &

Welchⁱⁿ James Welch of Blanford es^r Comp^t vs the Inhabitants of the Town of
Blanford es^r def^t wherein he sets forth that he is poor & as at large appears
on Record of this Court at the last Term thereof - The s^d Inhabitants by their
agent now come into Court and are here ready to answer to the Complaint of
J^r James but the Complainant not appearing to prosecute his Complaint
and this Court being apprehensive that the s^d James hath no just Grounds
of Complaint - It is therefore ordered that if Complaint be dispensed -

L^d Rexⁱⁿ Whereas The Inhabitants of the Town of Pelham upon the presentment made
The Town against them for being destitute of a minister & and of which they were found
Pelham guilty at a trial before this Court at the last Term thereof, were ordered to
Further provide themselves of an able learned orthodox minister of good conversa-
Order to tion to dispense the word of God to them by this Term of Court at the fur-
thest - And it hath not yet been certified to this Court whether they have
perform'd s^d Order - It is therefore ordered by this Court that the s^d Inhabitants
of Pelham afores^d be summoned to appear before his Majesty's Justice at the
next Court of General Sessions of the Peace to be held at Northampton & that
they may then shew to y^e Court what they have done in obedience to the
forecited Order & Summons was made accordingly

Childsⁱⁿ Increase Childs of Brimfield yeoman who stood bound by recognizance to the King
Recognizance taken before John Worthington Esq to make his personal appearance at y^e last
Renewed Court to answer to y^e Complaint of Hannah Moulton of s^d Brimfield spinster
charging him with y^e begetting a bastard Child on her body of which she was
then pregnant & which Recognizance by reason the s^d Hannah was not at the time
of the s^d Court delivered was continued to this Court now comes before y^e
Court & It is ordered that he recognize anew in y^e Sum of £40 with a Surety or
with Justice to appear at y^e next Court & The s^d Increase principal in y^e Sum
of £40 & Charles Hoar of s^d Brimfield yeoman Justice in y^e like Sum
recognize to the King for y^e personal appearance of s^d Increase at y^e next
Term of this Court to answer to y^e Complaint of s^d Hannah & to do & receive
that which shall then and there be enjoined him &

John Townsendⁱⁿ John Townsend of Greenwich Gent. comes into this Court and agreeable to his
Recognizance he brings into this Court John Townsend Jun^r his Son & It is
Renewed ordered that the s^d John Jun^r be further held to make his personal appear-
ance at y^e Next Court & - The above named John Townsend gent. recognizes
to our sovereign Lord the King in behalf of his s^d Son in the Sum of £5 for
the personal appearance of y^e s^d John Townsend Jun^r before his Majesty's
Justice of y^e Court of General Sessions of y^e Peace to be holden at Northamp^t
on y^e second Tuesday of Feby next to answer to what may be objected ag^t him on his M^y
behalf &

Joseph Morse of the branches of Westfield recognizes to the King in the Sum of £5 for Joseph Morse's personal appearance at the next Court of General Sessions of the peace to be held at Northampton for County of Hampshire on y^e Second Tuesday of February next to give Evidence respecting y^e riot above on record of this Term - He also recognizes to the King in the Sum of £5 on behalf of Silenus Morse his Wife and also in y^e Sum of £5 on behalf of Desire Smith Daughter of s^r Silenus for their personal appearance at the same Court for the same purpose -

The s^r Joseph recognizes to y^e King in y^e Sum of £5 to make his personal appearance at the next Superior Court of Judicature Court of Assize and general Delivery to be held at Springfield for y^e County of Hampshire on y^e fourth Tuesday of September next to give Evidence for y^e King ag^t W^m Miller &c - He also recognizes in the Sum of Ten pounds for y^e personal appearance of the s^r Silenus and Desire at s^r Superior Court for y^e same purpose -

Licence is granted to Noah Smith and Windsor Smith of Hadley to keep the ferry at the upper End of the Street There the year next ensuing - It is ordered by the Court that the fare for man and horse be the same throughout y^e year that it was the last year - & They now severally recognize to our sovereign Lord the King in the Sum of £10. for y^e faithful discharge of their place -

Licence is granted to Thomas French of Deerfield to keep a ferry at the place called French's Ferry - between Deerfield & Sunderland the year ensuing & it is ordered that the fare for man & horse from the 10th day of November to the 20th day of May shall be three pence & the rest of the year two pence - And one penny one third of a penny for a single person thro^o the year - And he now recognizes to the King in y^e Sum of £10 for the faithful discharge of his place -

Humbly shews Iabez Belding of Hatfield in the County of Hampshire yeoman that your Complainant was aggrieved at the Sum set & apportioned upon him by the Assessors of the Town of Deerfield in the Province Rate or Tax made and assessed in y^e year of our Lord y^e 6th that your Complainant was assessed by the Assessors of the s^d Town of Deerfield the same year the Sum of ten Shillings & five pence lawful money more than his proportion according to the Rule given by y^e Assessors to the Sum set upon s^d Town of Deerfield by any act or Law of y^e General Assembly of this Province in s^d year of our Lord y^e 6th and that your Complainant hath made application to the s^d Assessors of the s^d Town of Deerfield to be by them eased and abated the s^d Sum set upon him more than his due proportion afores^d who have hitherto & still neglect & refuse so to do wherefore your Complainant prays Relief of this hon^{ble} Court in the premises and that your Com^r by order of this Court be reimbursed the s^d Sum set upon him beyond his due proportion as afores^d out of the Treasury of s^d Town of Deerfield or such sum as your honors shall see cause to abate your Complainant with his Charges and is in duty bound shall ever pray & Iabez Belding Read and Ordered that the s^d Assessors of Deerfield afores^d for s^d year y^e 6th be notified to appear before the Justices of our Lord the King at the next Court of General Sessions of the peace to be holden at Northampton & on the Second Tuesday of July next & also - giving their Lists of Assessment for s^d year into s^d Court to answer to this Complaint &c.

Rebecca Blip of Springfield widow of y^e late Doctor Jon^s Blip is licensed by the Court to sell Tea Coffee China Ware y^e year ensuing & Moses Blip gent. comes & in her behalf recognizes as principal in the Sum of £20. with Justices viz Maj^r Hawley & W^m John Phelps in aid of her keeping & rendering y^e Accounts & paying y^e duties by Law required

68
 William Day } William Day of Westfield gent. is licensed by the Court to be a retailer of spirituous
 liquors out of his house there to be spent out of Doors until the next August Term
 And he recognizes to the King as Principal in the Sum of £10. with Junctes viz Phin^s
 Pratt of Granville Gent. & Samuel Boies of Blanford in £5 each to keep good Rule & Order in
 his house & duly to observe the Law respecting persons licensed to sell out of door only -
 He also recognizes to the King as principal in the Sum of £50. with 4 same Junctes in
 £25 each to keep & recover the Accounts & pay the duties by Law required -

County } It is agreed and determined by the Justices now here present that the Sum
 Tax & } of Two hundred and eleven pounds 7^{sh} 6^d lawful money shall be raised the
 Rate } present Year upon the several Towns Districts Parishes and Places that are taxed
 in this County for defraying the usual necessary and proper County Charges of
 said County arising and happening within the same And that the said
 Town Districts Parishes and Places taxed as aforesaid shall pay their
 several proportion of the same as near as may be according to their respective
 Proportions of the previous Tax the present Year - That is to say -

The Town of Springfield the Sum of	£13. 1. 0. 3.
Greenwich	£5. 0. 3. 1.
Blanford	4. 4. 6. 1
Palmer	6. 9. 2. 2
Granville	7. 12. 4. 3.
New Salem	4. 10. 3.
Belcherstown	3. 17. 0. 2
Colrain	2. 14. 1. 2
Ware	1. 13. 9. 3
Roxbury Canada	1. 13. 9. 3.
Bernardston	1. 6. 11. 1.
Auntstown	" 16. 11.
Sputesbury	2. 10. 8. 1
Northampton	19. 3. 9. 3.
Southampton	4. 11. 8.
Hadley	8. 17. 10. 2.
South Hadley	9. 7. 0. 2.
Amherst	6. 10. 4.
Hatfield	12. 8. 4. 1.
Westfield	14. 16. 2. 2
Deerfield	8. 12. 8. 2
Greenfield	3. 6. 9.
Sunderland	5. 14. 0. 1
Montague	4. 1. 0. 3.
Northfield	5. 9. 1. 3.
Brimfield	13. 12. 1. 3.
Monson	3. 6. 5. 2
Pelham	6. 8. 11.
Sum Total	£211. 17. 6. 2.

- And it is Ordered that the Clerk of this Court issue his Warrants to
 the Select men or Assessors of the several Places above mentioned willing and
 requiring them to assess the Sum set on their Town District Parish or Place
 respectively on the Inhabitants thereof each one his due and equal Proportion
 of the same according to the Rule for raising money for the Province Charges &
 to make true and perfect Lists &c. - & to cause the same to be levied and paid in
 to the County Treasurer of s^d County his Successor or order by the thirty first day
 of March next - Also ordered that the Clerk transmit a Copy hereof to s^d County
 Treasurer as soon as may be. Warrants were issued 4. 19th Nov. 1762

Order } It is Ordered by this Court that the several Persons who have served the County
 for pay } as Grand Jurors the year now next preceding (inclusive of this present Term)
 Grand } And those who have served as Attendants on the Grand Jury at the several Sep^{rs}
 Jurors } of this Court within the s^d Term be paid and satisfied the Sum due to them
 respectively for their said Services out of the County Treasury of this County
 and that the Clerk of this Court cast s^d Account and transmit the same with
 a Copy hereof to the County Treasurer accordingly.

The last Copy sent 23rd Nov. 1762.

Baron Lyman of Belcherstown now presents to the Court an account of Services performed by sundry persons in repairing of bridge over Swift River in of County road adding from Belcherstown to Ware (as on file) amounting in whole to Nine Pounds of lawful money praying the same may be considered & allowed & - and this Court having inspected the said Account do allow the same - and It is Ordered that the County Treasurer of the County of Hampshire be directed to pay to the several Persons named in s^d Account the sum respectively due to each according to the same out of the County Treasury of s^d County and that an order be made accordingly. Copy & Order made 25th Nov. 1762.

Baron
Lyman
& others
Account

The County of Hampshire to Elijah Williams Esq and others for viewing and laying out a Road from Colrain Meeting House to the north line of said Town - viz To Elijah Williams Two days & 6th of - £4. 15. 0.
To John Hawks 2 days do - " 12. 0.
To David Field 2 days do - " 12. 0.
To Joseph Barnard 2 days & 6th of - " 15. 0.
To Seth Catlin 2 days do - " 12. 0.
To Matthew Bolton 3 days as surveyor do - " 18. 0.
To John Lancel assistant - - - - - " 3. 4.
To Alexander Thompson do - - - - - " 3. 4.
To John Merrifon do - - - - - " 1. 6.
£4. 12. 2

Committee
on the
Colrain
Road
Act 6

The foregoing amount was now presented to the Court for their Allowance and an Order for Payment thereof. & this Court having viewed the Account do allow the same & It is ordered that y^e County Treasurer of s^d County be directed to pay to the several persons named in s^d Account the sum therein annexed to their respective names out of the County Treasury of s^d County & that an order be made accordingly. Copy & Order were made 25th Nov. 1762.

Oliver Partridge Esq Sheriff of the County of Hampshire now presents an account for Services by him performed for the County the year past amounting to Ten pounds 15th lawful money and prays the same may be allowed & added & this Court having examined the said Account do allow the same & it is ordered that the County Treasurer of this County be directed to pay to the said Oliver Partridge Esq the said Ten pounds 15th out of s^d County Treasury of said County & that an order be made accordingly. Order is 25th Nov. 1762.

Oliver
Partridge
Esq
Act 6

Pursuant to a Warrant under the Hands of the Select men of the Town of Springfield bearing date the 21st day of September 1762 on the 22^d day of the same Sept. John Munfell and Elisabeth wife of s^d John who came from Windsor being under poor & low circumstances were warned forthwith to depart and leave the s^d Town of Springfield by David Ashley Constable - and on the 18th day of Oct. then next following Hendrick Pragitt who came from Wary & the Widow Hannah Adams who came from Suffield & Lezia Webb who (by information) came from Westfield and the Widow Miriam Leonard and her Daughter Rebecca Leonard who (by information) came from Brimfield Monson being all under low circumstances were warned forthwith to depart & leave the s^d Town of Springfield by Terr. Day Constable as s^d Warrant & Return on file appears.

Spring
field
Caution

Pursuant to a Warrant under the hands of the Select men of s^d Town of Westfield dated 21st day of Sept. 1762. on the 11th day of Oct. then next following Mary Burr who came from Suffield last was warned forthwith to depart & leave s^d Town of Westfield by Joseph Morely Constable of Westfield as s^d Warrant & Return on file appears.

Westfield
Caution

69- Whereas We the Subscribers were appointed by the Court of General Sessions of
the Peace at their Term in August last to lay out a High Way from y^e Meeting-
House in Colrain to the north Line of the Town afores^d. After having been
sworne before Thomas William Esq^r, as by his Certificate Returned on y^e order
of Court will appear, Pursuant to s^d Order, after giving reasonable Notice
to all Persons interested by sending a Notification to the Select men of
Colrain that we would meet at the house of Mr. John Workman Innholder
in order to proceed on s^d business on the 4th of November, We met at time
& place aordingly and having heard the persons present we proceeded
to the meeting house in s^d Colrain from whence we have laid the Road as
follows. Beginning at the West Door of s^d Meeting house went from thence
N 35° W 10 rods to a birch Tree, then N 55° W 24 rods to a beach Staddle
then N 44° W 30 rods to the North Side of Deacon Colrain's house then W 15°
S 82 rods to a Chestnut stump then N 52° W 20 rods to a hemlock tree
then N 25° W 44 rods to a birch Tree then N 15° W 44 rods to a beach Tree
then N 24 rods to a birch Tree then N 15° W 10 rods across North River N-
16° E 46 rods to John Clark's farm east of s^d Clark's house then N 48° E
32 rods to a bass tree N 60° E 46 rods to a beach Tree N 25° E 30 rods to a
birch Tree N 24 W 30 rods to a birch Tree N 11° E 30 rods to a hemlock Tree
then N 10° E 8 rods to a birch Tree, then N 30° E 12 rods to a maple Tree -
then N 22 rods to a hemlock Tree then N 26° E 40 rods to a maple Tree then N 5° E
68 rods to John Morrison's East Door still y^e same Course 60 rods passing by y^e
East End of Capt. Morrison's house still y^e same Course 124 rods to a maple
staddle then N 36° W 42 rods to a hemlock tree then N 15° W 92 rods to a birch
then N 96 rods to a birch N 38° W 28 rods against the East End of Hugh Bolton
Jun^r house then N 9 East 70 rods across north River then N 10° W 100 rods to a
Birch Tree then N 18° W 104 to a hemlock Tree then N 40° W 36 rods to a beach
Tree then N 50° W 124 rods to a Beach Tree standing in the Province Line
one mile & three quarters and four rods to the W of the Southeast Corner of
Halifax s^d Beach Tree standing against the Lot N^o 6 in s^d Halifax s^d Beach
Tree is marked C M P^l E W. J H. D I. J B. S C. M P.

Width } The said Road is four Rods in Width from the meeting house aforesaid
to North River before it crosses to John Clark's house from thence to the
Province Line the Road is two rods and a half in Width The Line We run to
be y^e Center of the Road Test our Hands & Seals at Deerfield Nov^r 8th 1762

The foregoing Return of Joseph Barnard & seal Elijah Williams & seal
the Deputies of s^d Committee Seth Catlin & seal John Hawks & seal
was now made And David Field & seal

this Court having read and considered the said Return do allow & accept
the same - & it is ordered that the s^d Return be put upon y^e Records of this
Court & that y^e Way therein described be hereafter known as a High Way

Mr. Simon Strong of Amherst was now admitted to the Honor of prom-
ising as an Attorney in this Court & had y^e appointed by Law to be taken
in this case now administered to him in open Court aordingly

The foregoing Judgments orders and Entries were
made and entered up and then this Court was adjourned
without Day
Att. W. Williams Clerk

Hampshire. Anno Regni Regis Georgii Tertii magnae
Britanniae Franciae et Hiberniae Tertio

AD.
1763.

At his Majesty's Inferior Court of Common Pleas holden at
Northampton within and for the County of Hampshire, by Adjourn-
ment, on the Second Wednesday of March, being the ninth
Day of 3^d month, annoque Domini 1763

Inferior
Court
March

Present	Jury for Trials	de Tal ^{is} (i.e.)
Israel Williams	Enoch Southwell foreman	Wm Boltwood
Josiah Dwight	Itamar Strong	Martin Phelps
Tim. Dwight just ^{is}	Benjamin Clap	Aaron Wright
Justices of the said	John Litch	Alexander Smith
Court	Samuel Church	Berj ^{us} Parsons
	Orange Warner	Boltwood
	Benjamin Mattoon	Phelps
	Richard Montague	Parsons

There were
on y^e Jury in
Patterson &
Smith's case
& Montague
was not
Phin^{is} Smith
Berj^{us} Leonard
was on in the
other trials

John Patterson of Greenwich in the County of Hampshire yeoman
plt. or Moses Smith late of Ware River Parish so called in 3^d County Gent^l def^t.
in a plea of the Case & as by the record of this Court at y^e next preceding
Term thereof appears at large - The plt. appears - And the 3^d Moses by
Joseph Hawley by his attorney now comes and defends and says that he
owes the plt. nothing in manner and form as the plt. against him has
alleged & thereof puts himself on the Country & the plt. likewise doth the
same - The evidence being produced in ~~the~~ Court in this Case & the Parties
fully heard thereon & all things touching the same having been fully
disputed It is committed to y^e Jury M^r. Enoch Southwell foreman and
fellow who afterwards viz now return their Verdict on oath that they
find for the def^t. Cost of Court - It is therefore Considered by y^e Court
that the said Moses do recover against the 3^d John Cost of Court taxed at
£ and he may have his execution thereof - The plt. by Charles
Phelps gent. his attorney appeals from the judgment of this Court to the
Superior Court of Judicature & to be holden at Springfield within & for the
County of Hampshire on the fourth Tuesday of September next there to
be tried with Juries as the Law directs for the Appellant's prosecuting
in appeal with effect as by said Recognizance on file appears -

Patterson
or
Smith

Joseph Hubbard of Hadley in the County of Hampshire yeoman plt. or Ja^{mes}
Conkey of Pelham in the same County yeoman def^t. in a plea of the Case &
at large appears on Record of this Court at a former Term thereof - And
now the Referees to whom this Case was referred bring into this Court their
Award in the words following "Whereas We the subscribers had a certain Case
between Joseph Hubbard of Hadley plt. & James Conkey of Pelham def^t. referred
to us - having entered on the affair the Parties being present we Considered y^e Case
as it lay before Us and find that the plt. is indebted to the def^t. 26/8th & Cost of
Court and Cost of Reference" which is twenty two Shill^{ings} - & the same being read
& Considered it is accepted so far as it comes within y^e rule of Submission, viz
so far as it respects y^e Cost &c - It is therefore Considered by y^e Court y^e 3^d James
do recover against y^e said Joseph three pounds & six pence lawful money allowed
him by y^e Court with his Cost for his Costs & Expenses &c -

Hubbard
or
Conkey

2^d Parish in
1st Hadley
4th 1st Parish
there

The Inhabitants of the Second Parish in the District of South Hadley in y^e County of Hampshire p^lt. vs The Inhabitants of the first Parish there Deft^s in a plea of the Case & all which is at large set forth on record of this Court at their Term on August last. The parties now appear. And now the Referees to whom this Case was referred return to this Court their Judgment & award upon the Premises viz to adjust and settle said Controversies according to Law and equity we judge that the s^d first parish pay to the s^d Second parish the sum of Seventy pounds 14/7 lawful money for their proportionable part of y^e monies raised for building the meeting house carrying on y^e Controversies and for their part of the old meeting house as provided in the act of the General Assembly which divided s^d District into two distinct ecclesiastical Societies. Which Report being read & considered is accepted. It is therefore Considered by the Court that the s^d Inhabitants of y^e 2^d Second Parish in South Hadley afores^d do recover against the s^d Inhabitants of the s^d first parish there Seventy pounds fourteen Shillings and Seven pence lawful money Damages and they may have their Execution thereof &c

Exⁿ is 10th Mar. 1763.

William
or
Brewer's
Adm^r

Solomon Williams of Lebanon in the County of Windham in the Colony of Connecticut Clerk p^lt. vs Hannah Brewer lately of Tyngsborough in y^e County of Berkshire Gentlewoman Adm^r on the Estate of John Brewer late of Tyngsborough gent. dec^d intestate Deft. in a plea that the Deft. renders & as at appears at large on Record of this Court at the last August Term. And the parties now come into Court and because the Case hath not been considered by the Referees they agree that if Case be further continued & it is accordingly continued to the next Term of the Court under y^e former Rule.

Emery
Adm^r
or
Marshal

Ebenezer Emery Gent^l & Esther Emery Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Emery lately of Northampton afores^d Gent^l dec^d p^lt vs Samuel Marshal of y^e same Northampton yeoman Deft. in a plea of the Case & as is at large set forth on Record of this Court at the last August Term. The Parties appear. And the Referees to whom the Case was referred now Report to the Court. that they find due from the s^d Samuel to the s^d Administrators thirty nine pounds 12/4 lawful money and that they determine that the s^d Ebenezer & Esther in s^d Capacity have and recover of the s^d Samuel the said sum of thirty nine pounds 12/4 Damages and Cost of Court and Cost of the Reference being four pounds Seven Shillings. And the Report is accepted.

It is therefore Considered by the Court that the s^d Ebenezer and Esther in s^d Capacity do recover against the said Samuel thirty nine pounds twelve Shillings and four pence lawful money Damages & Cost taxed at £

Chapin
or
Barber

Jeremiah Chapin of South Hadley in the County of Hampshire yeoman p^lt. vs John Barber Jun^r yeoman & Abner Barber yeoman both of Springfield in the same County Deft^s in a plea of the Case & as at large appears on Record of this Court at the last August Term. The p^lt. appears. The Deft^s being three times publicly called made Default of Appearance in Court. It is therefore Considered by the Court that the said Jeremiah the p^lt. do recover against the Deft^s Eleven pounds lawful money Damages and Cost of Court taxed at

Benazer Pomroy Gent^r and Esther Pomroy Gentlewoman both of Northampton in
the County of Hampshire Administrators on the Goods and Estate of Elisha Pomroy
de^d of s^d Northampton Gent^r dec^d intestate p^lt^s vs John Johnson lately of Pelham
in the same County Gent^r Def^t. in a plea of the Case &c as at large appears on Record
of this Court at the last August Term - And now come into Court the said Parties
viz the p^lt^s by Joseph Hawley Esq and the Def^t. by Charles Phelps Esq^r their
respective Attornies - And the s^d Def^t. defends and for plea says that he owes
Nothing in manner and form as the p^lt^s in their Declaration have alledged
and thereof puts Himself on the Country And the s^d p^lt^s likewise do the same.
In this Case the Evidence being produced and the parties fully heard and all
things touching the same being fully discussed it was Committed to the Jury
Mr Enock Southwell foreman and fellows who afterwards viz now at this Term
return their Verdict on Both they find for the p^lt^s Six pounds eight shillings
one farthing Damages & Cost of Court - It is therefore Considered by the Court
that the s^d Benazer and Esther in s^d Capacity do recover against the s^d John
Six pounds eight shillings and one farthing lawful money Damages and
Cost of Court taxed at £
The Def^t. by his s^d attorney
appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next and he recognizes with sureties as the
Law directs for the Appellants prosecuting his appeal with Effect. as by
s^d Recognizance on file appears -

John Adams of Shutesbury in the County of Hampshire yeoman p^lt. vs John
Willson lately of Peterham in the County of Worcester Gent^r Def^t. in a plea of
the Case &c as at large appears on Record of this Court at the last Term there
of - the p^lt^s appears - It is now ordered by the Court that the Case be further
continued to the next Term of the Court &c

Oliver Pomroy of Weatherfield in the County of Hartford & Colony of Connecticut Gent^r vs
Elias Pomroy of South Hadley in the County of Hampshire yeoman Isaac Newel of
Farmington in the s^d County of Hartford Gent^r and Rachel his wife which s^d Isaac sues
in Right of his s^d Wife Rachel James Easton of Litchfield in the County of Litchfield in
the Colony of Connecticut yeoman Eunice his Wife which s^d James sues in Right of his
aid Wife Eunice Esther Pomroy Jun^r of Northampton in the County of Hampshire
spinster a minor who sues by her next friend Esther Pomroy of s^d Northampton Gentle-
woman Susannah Pomroy of s^d Northampton spinster a minor who sues by her next
friend Esther Pomroy afores^d Nancy Pomroy of s^d Northampton spinster a minor who
sues by her next friend Esther Pomroy afores^d Rachel Pomroy of s^d Northampton a
minor who sues by her next friend Esther Pomroy afores^d Simon Pomroy of said
Northampton yeoman a minor who sues by his next friend Hannah Pomroy
Gentlewoman of the same Town Luther Pomroy of s^d Northampton yeoman a minor
who sues by his next friend Hannah Pomroy afores^d John Pomroy of s^d Northampton
yeoman a minor who sues by his next friend the s^d Hannah Pomroy Cynthia
Pomroy of the s^d Northampton spinster a minor who sues by her next friend the
s^d Hannah Pomroy Plaintiffs vs William Lyman of the same Northampton
Gent^r and a Deputy Sheriff under Oliver Partridge Esq Sheriff of the s^d County
of Hampshire Def^t. in a plea of Entry upon Disceisin wherein they demand
against the s^d William a Mesuage viz a Mansion House Barn & half an Acre
of Land

71- of Land in s^r Northampton on which the s^r William now dwells with the
 Appurtenances as their Right and Inheritance and whereof One Hugh Hurst
 disceised Elisha Pomroy late of s^r Northampton Gent^r Dec^r (father of the said
 Esther the younger and of the said Susanna Rachel and Nancy four of the p^lt^s)
 and John Pomroy late of s^r Northampton Gent^r Dec^r (father of the s^r Cynthia
 Simeon Luther and John other four of the p^lt^s) and the s^r Oliver Pomroy
 Titus Pomroy Isaac Newell and Rachel his wife and James Easton and
 Eunice his wife & say that the s^r Elisha John Oliver and Titus in their own
 Right & the said Isaac and Rachel in her Right and the s^r James & Eunice
 in her Right within thirty years last past were seised of the s^r Mesuage
 and the said half acre of Land with the Appurtenances in Common and
 undivided as their Inheritance and Right in the following proportion -
 viz The s^r Elisha of two Seventh Parts of the said Mesuage & Lands and
 Appurtenances the whole in seven equal parts to be divided and the said
 Oliver of one Seventh Part thereof with the Appurtenances & the s^r Titus
 of one Seventh Part thereof with the Appurtenances and the s^r Isaac and
 Rachel of one seventh Part thereof in her Right with the Appurtenances &
 the s^r James and Eunice in her Right of one Seventh part thereof with
 Appurtenances the whole in seven equal parts to be divided viz in a peace-
 able time taking the profits (in the proportion afores^d) to the Value of ten
 pounds by the year and that the said William had no Entry into the said
 Mesuage and Lands but after the Disceisin which the s^r Hugh thereof un-
 justly and without Judgment made Yet that the s^r William afterwards
 desceined the said Elisha John the father Oliver Titus Isaac & Rachel his
 wife & James & Eunice his wife from the mesuage and Lands aforesaid
 and from the Appurtenances afores^d and afterwards viz on the first day of
 March in the first year of the present King's Reign at s^r Northampton said
 John Pomroy Gent^r Dec^r died intestate leaving the said Simeon Cynthia Luther
 and John the p^lt^s his Children and from the s^r John Pomroy dec^r by the Laws
 of this Province his Seventh Part of the s^r Mesuage and Lands with their Appur-
 tenances descended and came to the said Simeon Cynthia Luther and John four
 of the p^lt^s his Children to hold the same in the following proportion viz the s^r
 Simeon Two fifth parts thereof and to the s^r Cynthia Luther and John each of
 them one fifth part of the same the whole of the said Seventh Part of the s^r John
 dec^r afores^d in five equal parts to be divided And afterwards viz on the fifteenth
 day of January A^d 1762 the s^r Elisha Pomroy died intestate at s^r Northampton
 leaving the s^r Esther the younger Susanna Rachel and Nancy four of the p^lt^s
 his Children to Whom by the Laws of this Province the Right to the two seventh
 parts of the s^r Mesuage & Lands afores^d with the Appurtenances which belonged
 to the said Elisha in his life time descended and came to hold the same in
 even and equal Shares and Portions and that therefore the s^r p^lt^s ought to
 hold the s^r Mesuage & Lands & Appurtenances in Proportion as aforesaid
 viz the s^r Oliver one Seventh Part thereof in his own Right & the s^r Titus one
 seventh part thereof in his own Right and the s^r Isaac & Rachel his wife
 one seventh Part thereof in her Right and the s^r James and Eunice one
 Seventh part thereof in her Right the whole in seven equal parts to be divided
 and the s^r Esther Susanna Rachel and Nancy the Children of the s^r Elisha
 each one fourteenth part thereof the whole into fourteen equal parts to be divi-
 ded And the s^r Simeon Two thirty fifth parts thereof and the s^r Cynthia
 Luther

Luther and John the p^{ts} each of them one thirty fifth part thereof with the appurtenances yet the said William hath hitherto deforced ejected and held out the p^{ts} from the Messuage and Land afores^d with the appurtenances & it holds them out to the Damage of the said p^{ts} as they say one hundred pounds - Be it remembered that Titus Pomroy one of the p^{ts} named in the Writ afores^d and William Lyman the def^t named in the same Writ of Entry afores^d have agreed to submit all disputes controversies & demands subsisting between them touching or any ways relating to the Action of the s^d Writ and any real Estate which Captain Elipha Pomroy lately of the s^d Northampton dec^d in his life conveyed to the s^d William to the final judgment and Award of Mess^{rs} William Williams Joseph Root and Abner Smith Arbitrators mutually chosen by the said Parties above named or any two of them to be made on the premises and to be returned to this Court as soon as may be - Also the s^d Titus on the one part and Supply Kingsley gent^{le} and Joseph Alvord yeoman both of the s^d Northampton have mutually agreed to submit all controversies actions and demands subsisting between the s^d Titus and the said Supply and between the s^d Titus and the s^d Joseph respecting all or any Lands or real Estate which was conveyed to the s^d Supply and Joseph severally by the said Elipha in his life to the final judgment and award of the above named Arbitrators or any two of them to be made on the premises and to be returned to this Court as soon as may be - Also Ebenezer Pomroy and Esther Pomroy Administrators on the Estate of the said Elipha dec^d and the said Titus Pomroy have mutually agreed to submit all the Actions now depending in this Court between the said Administrators and the said Titus and all other Actions controversies disputes and demands subsisting between the s^d Administrators on the one part in the s^d Capacity and the s^d Titus on the other part to the final judgment and Award of the above named Arbitrators or any Two of them to be made on the premises and to be returned to this Court as soon as may be -

And also the said William Lyman and the said Supply Kingsley and Joseph Alvord and the said Administrators have mutually agreed to submit all controversies Actions and demands subsisting between the s^d William Supply & Joseph severally and the s^d Administrators touching any real Estate which the s^d Elipha dec^d conveyed to them the said William Supply & Joseph severally and all demands touching any Covenants & agreements contained in any deed or deeds of Conveyance of Lands to either the s^d William or Supply or Joseph to the final judgment and Award of the s^d Arbitrators or any two of them to be made on the premises and to be returned into this Court as soon as may be - And all the s^d Parties come here into this Court and pray that their s^d Agreements and Submissions may be made a rule of this honorable Court - Whereupon the premises being seen by y^e Justices where it is considered that the foregoing Agreement and Submission of several Parties above named by them severally & respectively made in manner afores^d be a rule of this Court. And it is ordered that the s^d Joseph Root Abner Smith and William Williams Arbitrators chosen as afores^d to Judge determine & award of and upon y^e premises do as soon as may be meet together at some convenient place & hear the s^d Several Parties & consider of the matters by the s^d Parties severally submitted as afores^d & that the s^d Arbitrators make their several award in the premises and return the same into this Court as soon as may be & such determination award of the s^d Arbitrators or any two of them in y^e premises will be final & y^e Cases are continued in the mean time

72
Pomeroy
Admⁿ
Pomeroy
Ebenzer Pomeroy of Northampton Gent^l & Elther Pomeroy of Northampton Gen-
Newman both in the County of Hampshire Administrators on the Goods and
Estate of Elisha Pomeroy of the same Town Gent^l lately dec^d intestate plt^r vs
Titus Pomeroy of South Hadley in the same County yeoman def^t in a plea
of the Case wherein the plt^r demand thirty four pounds 12/3. which they say
the def^t promised the s^d Elisha when alive to pay him on demand for that
the s^d Elisha on the last day of November 1757 at y^e special instance of the s^d
Titus had paid for him y^e several sums of his y^e Elisha's money and sold and
delivered to y^e Titus the divers wares & goods & mentioned in the plt^r
account annexed to the Writ at y^e several prices at which they are severally
set in the same but he never paid y^e same to the s^d Elisha while alive or
to the Admⁿ the plt^r or either of them since his death but wholly deny
to do it to their damage forty pounds - The Parties appear and submit
this case to y^e Arbitrators named in the Rule next preceding by Case is
accordingly continued

Same
agt
Same
Ebenzer Pomeroy & Elther Pomeroy next above named Admⁿ as aforesaid
plt^r vs Titus Pomeroy afores^d def^t in a plea that he render to the plt^r Two
hundred & forty two pounds 10/8 lawful money which he unjustly detains
from them for that y^e def^t on the 22^d of May 1758 at Northampton afores^d by his
bond of that date in Court to be produced bound himself to y^e s^d Elisha then
alive to pay him the said £242.10.8 on demand yet tho' often requested
he never paid y^e same to him while he lived nor hath he paid it to the s^d
Admⁿ since his death but deny to do it to their damage £250 -
The parties also submit this case to the same Arbitrators mentioned above
under the same Rule & y^e Case is accordingly continued

Hopkins
Townsend
Samuel Hopkins of Hadley in the County of Hampshire Clerk plt^r vs John Towns-
end of Greenwich in the same County Gent^l def^t in a plea that the def^t render
to the plt^r Eighteen pounds lawful money which to him he owes and from him
unjustly detains and wherein s^d Samuel says that s^d John at s^d Hadley on y^e
7th day of November 1760 by his bond under his hand and Seal of that date in
Court to be produced bound and obliged himself to the s^d Samuel in the Sum of
Eighteen Pounds lawful money to be paid him on demand y^e s^d John tho' often
requested hath never paid the same or any part but unjustly neglects it to the
damage of the s^d Samuel £20 - The plt^r appears - The def^t tho' three times
publicly called to come into Court doth not come but makes default &
It is therefore Considered by the Court that the s^d Samuel recover agt
the s^d John Ten pounds eight shillings and eight pence half penny lawful
money, being y^e Charnery of the s^d bond, debt. & Cost of Court taxed at one pound
nine shillings and nine pence - Afterward now at this same Term comes
into Court the s^d John by Charles Phelps gent^l his Att^r and appeals from the
Judgment of this Court to the Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday
of September next and he Rejoines with Sureties as the Law directs for y^e
appellant^s prosecuting his appeal with Effect as by s^d Rejoyn^t on file appear -

Scott
Brook
William Scott Jun^r of Palmer in the County of Hampshire Gent^l plt^r vs Joseph Brook^s
of Ware in the same County husbandman def^t in a plea of the Case wherein the
plt^r demand 38/4 which y^e def^t by his note on y^e 21st of May 1760 promised y^e plt^r or
his

his order on demand with us & as on file - The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the s^r. William recover against the s^r. Joseph two pounds four shillings and ten pence lawful money Damages & Cost of Court taxed at £

William Scott Jun^r. of Palmer in the County of Hampshire Gent. plt. vs Benjamin Smith of Ware in the same County Yeoman deft. in a plea of the Case for that the s^r. Smith at Palmer agreed on the Third of February 1762 by his note for value received promised the plt. to pay him or order three pounds 17s 1/2 lawful money on demand with Interest yet the defendant tho' often requested hath never fulfilled his said promise but neglects to do it to the plt. damage £5 - The plt. appears - The deft. being three times publicly called to come into Court makes default of appearance. It is therefore considered by the Court that the said William do recover agt^e the said Benjamin four pounds two shillings and five pence half penny lawful money Damages and Cost of Court taxed at £

After all which the deft. by Charles Phelps gent. his attorney comes into this Court and appeals from the Judgment of the Court to the next Superior Court of Judicature to be holden at Springfield for & within y^e. County of Hampshire on the fourth Tuesday of September next & he recognizes with sureties as the Law directs for the appellant's prosecuting his appeal with effect & by said recognizance on file appears -

Joseph. Mersey of Woodstock in the County of Worcester Gent.^r plt. vs Joseph Hinds of Mowry Greenwich in the County of Hampshire yeoman deft. in a plea of the Case whereiny^e the plt. demands eight pounds 17s which y^e. deft. on the 17th of June 1761 by his note promised the plt. by y^e. 29th of August then next with interest & as on file - y^e. plt. appears - The deft. being three times publicly called makes default of appearance in Court -

It is therefore considered by the Court that the plt. do recover against the deft. nine pounds thirteen shillings lawful money Damages and Cost of Court taxed at £

Joseph Meacham of Enfield in the County of Hampshire yeoman plt. vs Sam^l. Meacham Meacham living on a tract of Province land called the Gore lying between Somers and Springfield and in s^e. County yeoman deft. in a plea of the Case wherein the plt. demands six pounds lawful money which the deft. on the 20th of Oct^r. 1760 by his note promised the plt. by y^e. 20th of Dec^r. then next with Interest & as on file - The plt. appears - The deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the plt. do recover against the deft. the sum of £ lawful money Damages & Cost of Court taxed at £ like money

Elijah Kent of Suffield in the County of Hampshire Gent.^r plt. vs Samuel Rowlee Granvillee in the same County yeoman deft. in a plea of the Case wherein the plt. demands 30s which y^e. deft. on the 30th of August last by his note promised the plt. a month with the interest And also 25s 6 which y^e. deft. on the same day by his other note promised y^e. plt. within a month with the Interest & as on file - The plt. appears - The deft. tho' three times publicly called to come into Court doth not come but makes default of appearance - It is therefore considered by the Court that the said Elijah do recover against the s^r. Samuel two pounds seventeen shillings and four pence lawful money Damages and Cost of Court taxed at one pound eighteen shillings and seven pence.

73. William Utley of Suffield in the County of Hampshire yeoman plt. vs Joseph Morgan
Utley Junr. of Springfield in the same County yeoman deft. in a plea of the Case wherein
Morgan the plt. demand 50^l which the deft. on the 15th of Jan^y 1761 by his note promised the plt
by the first of February then next with Interest as on file - The plt. appears - The
def. being three times publicly called makes default of appearance in Court
It is therefore Considered by the Court that the plt. do recover against the Deft.
Three pounds Six Shillings & eight pence three farthings lawful money Damages and
Cost of Court taxed at One pound fifteen Shillings & nine pence -

Huntingdon or Vide Eliphalet Huntington of Windham in the County of Windham in & Colony of Con-
necticut yeoman plt. vs Josiah Standish Rude late of Stafford in the County of
Hartford in & same Colony yeoman deft. in a plea of the Case demanding
several sum upon sundry of the Deft's notes to the plt. all which is particularly
shewn in the plt's Writ on file bearing date the seventh day of Dec^r last -
The plt. in this Case being now three times publicly called to come into Court and
prosecute this Action is Nonsuit & the Deft. likewise defaulted.

Phillips vs Birge William Phillips of Boston in the County of Suffolk Eng plt. vs Asahel Birge of Sunderland
in the County of Hampshire yeoman Deft. in a plea of the Case wherein the plt. demand
four pounds 10^s 1^d which the deft. on the 9th of Sept. 1762 by his note promised the plt. on
demand with Interest as on file - The plt. appears - The deft. being three times pub-
licly called makes default of appearance in Court - It is therefore Considered by
the Court that the said William do recover against the said Asahel five pounds
two Shillings and two pence lawful money Damages and Cost of Court taxed
at

Graves vs Chapin's Adm^r Moses Graves of Hatfield in the County of Hampshire Gent^l plt. vs Miriam Chapin
of Springfield in the County of Hampshire Gent^l woman & Widow Administratrix
Adm^r on the Estate of Elipha Chapin late of a place called Fort Massachusetts in the
County of Berkshire Gent^l deceased Deft. in a plea of the Case whereon y^e plt.
says that the said Elipha at said Hatfield on the last day of August Anno Dom^o
1755 then living was justly indebted to the said Moses in the Sum of one Thousand
three hundred and eighty three pounds seventeen Shillings and nine pence two
farthings lawful money for sundry articles of Book account the Particulars of
which are in the account annexed to the Writ on file and the said Elipha being
so indebted then and there promised the plt. to pay him the same on demand
yet the said Elipha tho' often thereto requested never paid the same while he lived
neither hath s^d Miriam said Administratrix since the Death of s^d Elipha
ever paid the same or any part thereof tho' often thereto requested but unjustly
neglects it to the damage of s^d Moses £1500 - The plt. by Daniel Jones Gent^l
his attorney appears - And the s^d Miriam by John Worthington & Joseph
Hawley Inquiring her Attornies comes into Court and defends and says that y^e
said Elipha never promised in manner and form as the plt. in his Declaration
hath alledged and thereof puts herself on the Country - And the s^d plt. reserving
to himself Liberty of Waving his demurrer on the Trial of the appeal and then
to join the Issue tendered says that the plea afores^d by the deft. above pleaded &
the matters therein contained is an insufficient answer to the plt's Dec^r &
that the s^d Plea and the matter in the same contained the plt. hath no necessity
neither is he held by the Law of the Land in any manner to answer wherefore
for want of a sufficient Plea in this behalf the plt. prays Judgment for his Dam.
and Cost - & the s^d Deft. (insisting) says her plea is sufficient - Thereupon

Thereupon the premises being seen and by the Justices now here fully understood it
appears to the s^d Justices that the afores^d plea of the afores^d deft. is in law good and
sufficient to preclude the s^d plt. from having his action afores^d against y^e afores^d Graves
or
Chapin's
Adm^r.
def^t. maintained - It is therefore considered that the s^d Moses by his plea afores^d
are nothing but that for his groundless claim he be in money & it is further
considered that the s^d Miriam Adm^r. as afores^d do recover against the s^d Moses
Cost of Court &c
The plt. by his said attorney ap-
peals from the Judgment of this Court to the Superior Court of Judicature to
be holden at Springfield within and for the County of Hampshire on the
ninth Tuesday of September next and he recognizes with Sureties as y^e Law
directs for the Appellant's prosecuting his appeal with effect as by said
warrant on file appears -

Phineas Pratt of Granville in the County of Hampshire Gent^l & a Deputy Sheriff Pratt
of the County of Hampshire under Oliver Partridge Esq^r Sheriff of s^d County plt. is
vs Seth Grainger of the same Granville yeoman def^t. in a plea of the Case wherein Grainger
he plt. demands seven pounds which the deft. on the 30th of Oct. last by his note pro-
mised the plt. by the eighth of November then next but has not yet paid - The
plt. appears - The deft. being three times publicly called makes default of ap-
pearance in Court - It is therefore considered by the Court that the s^d Phineas
do recover against the said Seth seven pounds lawful money Damages & Cost of
Court taxed at one pound eighteen Shill^l & Eleven pence.

Jonathan Scott Jun^r of Bennington in the Province of New Hampshire in New- Scott
England yeoman plt. vs Nathaniel Church Jun^r late of Hadley in the County of is
Hampshire yeoman def^t. in a plea of the Case wherein the plt. demands three Church
pounds of which y^e deft. on the sixth of February 1762 by his note promised the plt.
pay him in p^{rs} by the first of May then next to be delivered at Hellows
Billing^g at Sunderland &c as particularly declared in the Writ - The plt. by his
Att^r. appears. The deft. being three times publicly called to come into Court makes
default of Appearance - It is therefore considered by the Court that the said
Jonathan do recover against the said Nathaniel three pounds twelve Shill^l
lawful money Damages & Cost of Court taxed at two pounds 6/9.

Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Silvanus Fowler
Dudley of Stockbridge in the County of Berkshire yeoman def^t. in a plea of Case is
wherein the plt. demands five pounds 18/4 which y^e deft. by his note on the 14th Dudley
day of April 1762 promised the plt. to pay him on order on demand with us &c
& is at large declared on file - The plt. appears - The deft. being three times
publicly called makes default of appearance in Court - It is therefore considered
by the Court that the s^d Biddad do recover against the s^d Dudley six pounds four
shilling^g nine pence lawful money Damages and Cost of Court taxed at two
pounds two Shilling^g and three pence -

Herchiah Chaffee of Windsor in the County of Hartford & Colony of Connecticut in Chaffee
New England Physician plt. vs David Willbrooks lately of Suffield in the County of Hamp- is
shire Physician and Elias Willbrooks of Westfield in the same County yeoman def^t. Willbrooks
in a plea of the Case wherein the plt. demands five pounds 3/9 which the deft. on the
8th of Feb^r 1762 by their note promised the plt. on demand with interest &c as is at
large shown on file - The plt. appears - The Deft^s being three times publicly called
make default of Appearance in Court - It is therefore considered by the Court
that

74 That the s^r Huziah Dorreover against the s^r David Elias five pounds ten shillings and four pence lawful money Damages and Cost of Court taxed at Two pounds one Shilling and one penny -

Fowler
William } Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Nathl^l William of the same Westfield yeoman Deft. in a plea of the Case wherein the plt. demands four pounds 5s. which y^e Deft. on the thirtieth day of July last by his note promised one Samuel Smith to pay him or order on demand who afterwards on the third of January last ordered the contents of the s^r note then wholly due to be paid y^e Deft. yet the Deft. has never done it - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the s^r Biddad Dorreover against the s^r Nathaniel four pounds five Shillings lawful money Damages and Cost of Court taxed at one pound fourteen Shillings & three pence -

Lyman
Bell } Gad Lyman of Northampton in the County of Hampshire yeoman plt. vs Thomas Bell of Roxbury in the County of Suffolk Virtualler Deft. in a plea of the Case wherein the plt. demands seven hundred and seventy five pounds Eight Shillings and one half penny lawful money which the s^r Thomas was found in Arrear to the s^r Gad on the 12th day of August last when they accounted together of & concerning their mutual Trade & Dealings before that time had & as may be seen on file - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the s^r Gad Dorreover against the s^r Thomas eight hundred and two pounds ten Shillings and ten pence lawful money Damages and Cost of Court taxed at two pounds five Shill. & 11^d. Ex^{ra} is 19th Mar. 1763.

Kent
Easton } Judley Kent Junr. of Suffield in the County of Hampshire yeoman plt. vs Abimeas Easton of Westfield in the same County Joiner Deft. in a plea of the Case wherein y^e plt. demands five pounds 4/3. which the Deft. on the 21st day of Sept^r 1762 by his note promised the plt. on demand with use but hath not paid - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the plt. recover against the Deft. Three pounds ten Shillings and nine pence half penny lawful money Damages & Cost of Court taxed at one pound seventeen Shill^l & seven pence.

Easton's
Adm^r } Elijah Easton of Suffield in the County of Hampshire yeoman Adm^r of all and Easton } Singular the Goods & Chattels Rights and Credits which were of Elizabeth Easton of s^r Suffield spinster Dec^d intestate plt. vs Abimeas Easton of Westfield in y^e same County Joiner Deft. in a plea of the Case wherein the plt. demands eight pounds which the s^r Deft. on the 20th day of Dec^r 1760. by his note promised the s^r Elizabeth then alive to pay her within a twelve-month to - In this case the s^r Adm^r being three times publicly called to come into Court & prosecute his Action ag^t y^e Deft. is Non suit & thereupon the Deft. comes and prays that his reasonable Costs may be adjudged him - It is therefore considered by the Court that the Deft. Dorreover ag^t the plt. his Cost in defending this Suit taxed at 1^l

Duvey
Carter } Martin Duvey of Armonia in Dutchess County in the Province of New York Gent. plt. vs Tarnger Carter of Westfield in the County of Hampshire Widow & Spinster Deft. in a plea of the Case wherein the plt. demands six pounds 3/3^d which y^e Deft. on the 20th day of March 1760 by her note promised the plt. to pay him or order on demand with use but has not paid - The plt. by his Att^r appears - The Deft. being

being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the said Martin do recover against the said Aaron three pounds fourteen Shillings lawful money Damages & Cost of Court taxed at Two pounds thirteen Shillings and nine pence.

Daniel Bull of Hartford in the County of Hartford in the Colony of Connecticut in New England Gent: plt. vs George Grainger of Westfield in the County of Hampshire yeoman deft. in a plea of the Case for that s: George at: Northampton on the 13th day of April last past by his note for value rec^d promised (by y: name of George Grainger) the s: Daniel to pay him five pounds 3/2^d on demand with the lawful Interest thereof till paid yet the deft. tho' often requested hath not performed his said promise or any part thereof but neglects it to the damage of the s: Daniel Seven pounds - The plt. appears - The Deft. tho' three times publicly called to come into Court doth not come but makes default &c -

It is therefore Considered by the Court that the s: Daniel do recover against the deft five pounds eight Shillings and ten pence two farthings lawful money Damages & Cost of Court taxed at Two pounds four Shillings & one penny -

After all which the Deft. by Joseph Hawley by his attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as of Law directs for the Appellants prosecuting his appeal with Effect there as by said Recognizance on file appears -

Daniel Bull of Hartford in the County of Hartford in the Colony of Connecticut in New England Gent: plt. vs John Griswold of Granville in the County of Hampshire yeoman deft. in a plea of the Case for that said John at: Northampton on the 17th day of April 1762 by his note for Value received promised the s: Daniel to pay him 30/9 on demand with interest till paid yet the s: John tho' often requested hath not paid s: sum to the plt. or any part thereof but wholly denies to do it to the damage of the said Daniel three pounds - The plt. appears - The deft. being three times publicly called to come into Court doth not come but makes Default &c. It is therefore Considered by the Court that the s: Daniel do recover against the s: John Two pounds one Shilling and eleven pence lawful money Damages & Cost of Court taxed at Two pounds four Shillings and eleven pence - After all which the deft. by John Worthington by his Attorney comes here into this Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept: next and he recognizes with Sureties as the Law directs for the appellants prosecuting his appeal with Effect as by s: Recogn: on file appears.

James Hillyer of Symsbury in the County of Hartford in the Colony of Connecticut in New England Gent: plt. vs Benjamin Brewer of Granville in the County of Hampshire yeoman deft. in a plea of the Case wherein the plt. demands fourteen pounds 3/7 which the deft. on the 14th of August 1762 by his note promised the plt. on demand with use &c as on file - The plt. appears. The deft. being three times publicly called makes default of Appearance in Court -

It is therefore Considered by the Court that the said James do recover against the s: Benjamin fourteen Pounds twelve Shillings & nine pence half penny lawful money Dam: & Cost of Court taxed at Two pounds three Shillings and a penny -

75
Ily dr. i
17
Day
John Ily yeoman & Justin Ily Gent. both of Springfield in the County of Hampshire plt^s
or David Day of the same Springfield yeoman def^t. in a plea of the Case for that y^e def^t
at said Springfield on the 14th of January 1762 by his note for value rec^d. promised y^e
plt^s Eleven pounds 15/11 3/4 on demand with use also for that the def^t. there on the
30th day of August last by his other note for Value rec^d. promised the plt^s to
pay them or order 9/10. lawful money on demand with use yet the def^t. tho
often requested hath not performed his s^d. promise or either of them to the
plt^s or either of them to their damage fifteen pounds - The plt^s appear.
The def^t. tho three times publicly called to come into Court doth not come but
makes default of appearance & It is therefore Considered by the Court that
the plt^s do recover against the Def^t eight pounds sixteen Shillings and eleven
pence one farthing lawful money Damages & Cost of Court taxed at one
pound thirteen Shillings and a penny - After this comes into Court the s^d
David by Daniel Jones Gent. his att^r. and appeals from the Judgment
of this Court to the Superior Court of Judicature & to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of September
next & he recognizes with Sureties as the Law directs for the Appellant's prose-
cuting his appeal with effect as by s^d. Recognizance on file appears -

Same
ag^t
Smith
John Ily yeoman and Justin Ily Gent. both of Springfield in the County of
Hampshire plt^s or Aaron Smith of the same place yeoman def^t. in a plea of y^e
Case wherein the plt^s demand Seven pounds 4/7 which the def^t. on the 3^d day
of August 1762 by his note promised them on demand with use as on file -
The plt^s appear. The def^t. being three times publicly called makes default of
appearance in Court. It is therefore Considered by the Court that y^e. plt^s do
recover ag^t the def^t. Seven pounds nine Shillings & eight pence lawful money
damages & Cost of Court taxed at one pound fifteen Shillings & three pence.

Dynch
or
Rose
George Dynch of Granville in the County of Hampshire Shopkeeper plt. or Solo-
mon Rose now resident in the s^d. Granville yeoman def^t. in a plea of the Case
wherein the plt. demands nine pounds 18/3. which the def^t. on the 15th of April
1761 by his note promised the plt. on demand with use &c. The plt. appear -
The def^t. being three times publicly called makes default of appearance in Court.
It is therefore Considered by the Court that the plt. do recover against the def^t.
Eleven pounds and ten pence one farthing lawful money Damages & Cost of Court
taxed at one pound eighteen Shillings and eleven pence - And now John
Griswold who was Surety for the appearance of the s^d. Solomon transfer
the Suit of the s^d. George comes here into this Court and brings the s^d. Solomon into
this Court and moves that he may be discharged. & It is hereupon ordered that the
s^d. Solomon be committed to the keeper of his Majesty's Goal in this County that he
may be held to respond this Judgment & be taken in Execution & that the Sheriff who
is here present in Court take y^e. s^d. Solomon into his custody for this purpose -

Same
ag^t
G. same
George Dynch of Granville in the County of Hampshire Shopkeeper plt. or Solomon
Rose now resident in Granville afores^d. yeoman def^t. in a plea of the Case wherein
the plt. demands three pounds 9/4 1/2 for sundry goods & Wares &c. as is fully set forth
in the Writ. The plt. appears. The def^t. being three times publicly called makes
default of appearance in Court. It is therefore Considered by the Court that the
plt. do recover against the def^t. three pounds nine Shillings and four pence
one farthing lawful money Damages & Cost of Court taxed at two pounds
two Shillings & three pence
and the s^d. John Griswold brings y^e. s^d. Sol^r. as above and y^e
same order is made as in y^e foregoing Case

Daniel Bridges of Greenwich in the County of Hampshire yeoman appellant or Tho^s obinson of Hardwick in the County of Wintoner yeoman apptd. from the Judgment of Josiah Chauncy Esq one of his Majesty's Justices of the peace for the s^d County of Hampshire at his Court held at Amherst on Monday the third of January last when and when the said Thomas was plt. & the s^d Daniel Deft. in a plea of the Case is that s^d Daniel at s^d Greenwich on the last day of September last owed the s^d Thomas one pound six shillings for sundry articles of Account according to the account moved to his Writ and then and there promised s^d Thomas to pay him of same on demand yet s^d Daniel tho' often requested hath never paid the same but reflects it to the damage of the s^d Thomas £11. At which Court y^e s^d Daniel appeared and defended and plead that he owed the plt. nothing in manner and form as the plt. in his Decon had alledged and thereof prayed Judgment & as did likewise the s^d Thomas - And after a full hearing Judgment was rendered that the s^d Tho^s should recover 26^s lawful money dam^t This Court taxed at 18/10 from which Judgment the s^d Daniel appealed to this Court & And now the said Parties come into Court - and the s^d Tho^s by his att^r moves that if Case may be continued to the next Term of this Court and agrees that he will not take Cost at this Term in such Case tho' he should finally recover & thereupon if Case is continued to the next term of the Court -

John Burnbleton of Northampton in the County of Hampshire Labourer an infant under the Age of twenty one years who sues this Action by Timothy Wright of said Northampton Esq the next friend of him the s^d John plt. vs George Kenfield lately of Belcherstown in the County afores^d yeoman Deft. in a plea of the Case for that whereas the Deft. on the 27th day of June 1761 at s^d Northampton by his note for value received promised to the s^d John to pay him or his order Two pounds eight shill^l lawful money on demand with the lawful Interest thereof till paid Yet the Deft. tho' then & there requested hath not paid the Contents of the said note to the plt. but is wholly denies to do it to the damage of the said John six pounds - The plt. comes into Court and moves that this Case may be continued to the next term of the Court because he says the Deft. was out of this Province at the time of the issue of the plt's Writ and has been so ever since to this day - & the Case is continued to the next Term of the Court accordingly -

Oliver Partridge of Hatfield in the County of Hampshire Esq Sheriff of the same County plt. vs Samuel Smith lately of Westfield in the same County Physician Deft. in a plea of the Case wherein the plt. demands Ten pounds & which the Deft. on the first of July last by his note promised y^e plt. on demand with the lawful Interest but has not paid - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the plt. recover against the Deft. Ten pounds Twelve shillings and six pence lawful money dam^t and Cost of Court taxed at one pound 0/3.

Oliver Partridge of Hatfield in the County of Hampshire Esq Sheriff of s^d County plt. vs Afa Noble of Westfield in the s^d County Gent^l Deft. in a plea that the Deft. tender to the plt. eighty pounds which y^e Deft. owes him & unjustly detains from him for that he the Deft. on the 29th day of Sept^r last at Northampton afores^d by his bond of that date in writ to be produced bound himself to the plt. in y^e Sum of eighty pounds meaning eighty pounds lawful money to be paid the plt. on demand yet the Deft. tho' often requested hath not paid of same but denies to do it to the plt's damage £80 - This Case by agreement of the Parties is continued to the next term of the Court to be held &c -

Marsh { Ebenezer Marsh Jun^r of Hadley in the County of Hampshire yeoman plt. vs Edward
 Walker lately of Hadley afores^d yeoman def^t. in a plea of the Case for that whereas
 Walker { the def^t. on the second day of July last at Hadley aforesaid by his note for Value
 received promised the plt. to pay him forty pounds lawful money on or before the first
 day of September then next and in case of Non Payment at that time the lawful
 Interest of the s^d Sum thereupon till paid yet the def^t. tho' often thereto request-
 ed has not paid the Contents of the said note but he wholly deny^s to do it to the plt.
 damage sixty pounds - The plt. appears. The Def^t. tho' three times solemnly call^d
 to come into Court doth not come but makes default of appearance & -
 It is therefore Considered by the Court that the s^d Ebenezer do recover against y^e
 said Edward forty one pounds five Shillings and four pence lawful money Dam-
 and Cost of Court taxed at one pound five Shill^s & ten pence - After all which
 the def^t. by His Att^r Mr. Simon Strong comes into Court and appeals from y^e
 Judgment of this Court to the Superior Court of Judicature to be holden at
 Springfield within and for the County of Hampshire on the fourth Tuesday
 of September next and he recognises with Sureties as the Law directs for the
 appellants prosecuting his appeal with Effect as by s^d Recogniz^{ce} on file appears.

Pomeroy { Ebenezer Pomeroy Gent. & Esther Pomeroy Gentlewoman both of Northampton in y^e
 Adm^r { County of Hampshire Adm^r on the Goods & Estate of Elisha Pomeroy lately of y^e
 Taylor { said Northampton Gent^l dec^d intestate plt^s vs Ebenezer Taylor of Springfield
 in the same County yeoman def^t. in a plea of the Case for that Whereas the def^t. on
 the 23^d of May 1769 at Northampton afores^d by his note for Value rec^d promised
 the s^d Elisha then alive to pay him or his order Six pounds 8/11 lawful money on
 demand with the lawful interest thereof till paid Also for that Whereas y^e def^t.
 afterwards viz on the first day of Jan^y 1762 at s^d Northampton being indebted
 to the said Elisha then alive Nine pounds sixteen Shillings & ten pence one
 farthing lawful money for the Articles of Account on file he the def^t. then and there
 in Consideration thereof promised to pay to the said Elisha the s^d Sum on demand
 yet the def^t. not regarding either of his s^d Promises hath not paid the s^d Sums or
 either of them to the s^d Elisha while he lived tho' often requested nor to the plt^s since
 his death but wholly deny^s to do it to their damage twenty four pounds -
 The plt^s appear. The def^t. being three times publicly called makes default of
 Appearance in Court. It is therefore Considered by the Court that the s^d Eben^r
 and Esther Adm^rs as afores^d do recover against the s^d Taylor Seventeen pounds
 Sixteen Shillings and five pence one farthing lawful money Damages & Cost of
 Court taxed at one pound seven Shillings and three pence - After all which y^e def^t.
 by John Worthington Esq^r his Attorney comes into Court and appeals from y^e Judg-
 ment of this Court to the Superior Court of Judicature to be holden at Spring-
 field within and for the County of Hampshire on the fourth Tuesday of Sept^r
 next and he recognises with Sureties as the Law directs for the Appellants' pro-
 secuting his Appeal with Effect - as by said Recognizance on file appears -

Same { Ebenezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County
 ag^t { of Hampshire Adm^r on the goods & Estate of Elisha Pomeroy lately of the s^d Northampton
 vs Day { Gent^l dec^d intestate plt^s vs Elizabeth Day of Springfield in s^d County Widow Executrix of
 the last Will and Testament of Joseph Day lately of Springfield afores^d yeoman dec^d
 def^t. in a plea of the Case for that whereas the s^d Joseph Day in his life time to wit on the
 ninth day of August 1764 at Springfield afores^d by his note for Value rec^d promised the
 said Elisha then alive to pay him or his order Ten pounds 2/2 lawful money on Demand
 with

with the lawful Interest thereof until paid yet the s^d Joseph in his life or the Deft. since his death tho often requested have not paid the contents of s^d note either to the s^d Eliza in his life or the Plt^s or either of them since his death but the s^d Joseph in his life and the Deft. since his death have always neglected to do it to the damage of the Plt^s Sixteen pounds - The Plt^s appear. The Deft. being three times publicly called to come into Court do not come but make default. It is therefore Considered by the Court that the said Ebenezer & either in said Capacity do recover against ^{the estate of the s^d Joseph in the hands of} the s^d Elizabeth executrix as aforesaid nine pounds fourteen shillings and nine pence one farthing lawful money Damages and Cost of Court taxed at one pound six shillings and eleven pence - After all which the Deft. by Simon Strong Gent. her attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he recognises with effect as the Law directs for the Deft. prosecuting the appeal with Effect as by said recognisance on file appears -

Ebenezer Pernery Gent. & Eliza Pernery Gentlewoman both of Northampton in the County of Hampshire Adm^r on the Goods and Estate of Eliza Pernery lately of the said Northampton Gent. dec^d intestate Plt^s vs John Day of Springfield in the s^d County woman Deft in a plea of the Case for that whereas the Deft on the first day of January 1762 at Northampton afores^d owed the said Eliza then alive four pounds 19/11¹/₂ lawful money for the several Articles contained in the amount on file he then & there in consideration thereof promised to pay the s^d Sum to the said Eliza on demand yet the Deft. tho often thereto requested hath not paid the said Sum to the s^d Eliza while he lived or to the Plt^s since his death but he wholly denies to do it to their damage Ten pounds - The Plt^s appear. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the s^d Adm^r do recover against the said John four pounds nineteen shillings and one penny one farthing lawful money Damages and Cost of Court taxed at one pound seven shillings and three pence - After all which the said John Day by John Worthington Esq^r his Att^r comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with effect as the Law directs for the appellants prosecuting his appeal with Effect as by said recognisance on file appears -

John Wright of Northampton in the County of Hampshire yeoman Sole Executor of the last Will & Testament of Hesechiah Wright late of s^d Northampton Shopkeeper deceased Plt^s vs Richard Marks of Western in the County of Worcester yeoman Deft. in a plea of the Case for that s^d Richard at s^d Northampton on the fourth of July 1753 by his note for Value rec^d promised s^d Hesechiah then living to pay him three pounds 18/9 by 4th first day of May then next with the lawful interest till paid yet the Deft. tho often requested never paid the same or any part thereof to the s^d Hesechiah in his life time or to the Plt^s since s^d Hesechiah's death but wholly denies to do it to the damage of the said John £10 - The Plt^s appear. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the said John in said Capacity do recover against the said Richard four pounds sixteen shillings lawful money Damages and Cost of Court taxed at one pound eleven shillings and a penny - After all which the said Richard by Joseph Hawley Esq^r his attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the

the fourth Tuesday of September next And he recognises with Sureties as the Law directs for the Deft^d prosecuting the appeal with Effect as by s^d Recoy^d on file appears.

Bridges
Lushington Daniel Bridges of Greenwich in the County of Hampshire yeoman plt. vs Samuel Lushington of Haverhill in the County of Essex yeoman Deft in a plea of the Case wherein the plt. demands Twelve pounds 3^d which the Deft. on the 2^d day of Dec^r 1761 by his note promised one William Baxter ^{or order} within two months with up who afterwards received the Contents of s^d note to be paid the plt. but s^d Deft. has not paid s^d same & as is more particularly set forth on file - The plt. appears - The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by s^d Court that the s^d Daniel do recover against the s^d Samuel Thirteen pounds one Shilling and eleven pence lawful money Damages and Cost of Court taxed at Two pounds nine Shillings and ten pence - Ex^{ce} was up^d 17th Mar. 1763.

Lyman
Dorneroy Eliza Lyman of Northampton in the County of Hampshire yeoman plt. vs Eleazer Dorneroy of Northfield in the same County yeoman Deft. in a plea of the Case for that s^d Eleazer at s^d Northfield on the Seventh of July 1762 by his note for Value rec^d promised s^d Eliza to pay him five pounds 18th lawful money within one month from date of s^d note with lawful Interest for the same till paid yet said Eleazer tho^o often requested hath not paid the same or any part thereof but wholly deny^d to do it to the damage of the s^d Eliza eight pounds - The plt. appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover ag^t the Deft. six pounds three Shillings and eight pence lawful money Damages and Cost of Court taxed at one pound ten Shillings and three pence - After all which the Deft. by Charles Phelps Gent. his attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by s^d Recoy^d on file appears -

Lifke
Crosset Daniel Lifke of Shutesbury in the County of Hampshire yeoman plt. vs W^m Crosset late of Templeton in the County of Worcester yeoman Deft. in a plea of the Case for that the Deft. at Shutesbury afores^d on the 24th day of April 1761 by his note of that date for value received promised one John Stowel to pay to him or his order twenty six pounds 13th lawful money within eighteen months from the date of s^d note with lawful Interest for s^d same till paid and afterward on the 18th day of May 1761 at s^d Shutesbury the s^d John by his indorsement in writing on the back of the same note with his proper hand subscribed ordered the payment of the Contents of s^d note then wholly due and unpaid to be made to the plt. of all which the s^d W^m there instantly had notice and so became liable to pay the same to the plt. and then and there promised him to pay him the same according to the Tenor of said Note - Also for that s^d W^m at s^d Shutesbury on the s^d 24th day of s^d April by his other note for Value rec^d promised s^d John Stowel to pay him or his Order sixteen pounds 13th lawful money by the first day of Oct^r then next with the Lawful Interest thereof till paid and afterwards on the s^d 18th day of May above^d at Shutesbury afores^d the s^d John by his Indorsement in Writing on the note last above^d with his proper hand subscribed ordered the payment of the Contents of s^d note then wholly due to be made to the plt. of all which the s^d William there instantly had notice and so became liable to pay the same to plt. and then and there promised the plt. to pay him the same according to the Tenor of the same note yet s^d W^m tho^o

this often requested hath not performed his s^d promises or either of them
at wholly denyi to do it to the damage of the said Daniel forty pounds ^{Thinks}
he p^lt. appears - The def^t. this three times publicly called to come into Court doth ⁱⁿ ^{Respect}
not come but makes default - It is therefore Considered by the Court that the said
Daniel recover against the said William Thirty nine pounds one Shilling and
seven pence lawful money damages and Cost of Court taxed at Two pounds two
shillings and Eleven pence - After all which the def^t. comes into this Court and
appeals from the Judgment of this Court to the Superior Court of Judicature to be
held at Springfield within and for the County of Hampshire on the fourth Tuesday
Sept. next the recognises with Sureties as the Law directs for prosecuting the
appeal with Effect as by said Recognizance on file appears -

John Worthington of Springfield in the County of Hampshire Esq^r p^lt. vs Joseph ^{Worthington}
Brooks of Ware in the same County yeoman def^t in a plea of the Case wherein y^e ^{Esq^r}
p^lt. demands 48/4 which y^e def^t. on the fourth of August last by his note promised to ^{Brooks}
the p^lt. or his order on demand with the Interest but hath never paid - The p^lt. appears
the def^t. being three times publicly called makes default of appearance in Court.
It is therefore Considered by the Court that the said John do recover against y^e
said Joseph Two pounds eleven Shillings & three pence lawful money damages & Cost
of Court taxed at one pound fifteen Shill. & Seven pence.

Isaac Cotton of Springfield in the County of Hampshire Gent. p^lt. vs John Williston of y^e ^{Cotton}
same Springfield yeoman def^t. in a plea of the Case wherein the p^lt. demands seven ^{Williston}
pounds 10/- which the def^t. on the fifth of Feb^y 1761 by his note promised y^e p^lt. by y^e fourth of
May then next with interest but hath not yet paid - The p^lt. appears - The def^t. being
three times publicly called makes default of appearance in Court. It is therefore
considered by the Court that the p^lt. do recover against the def^t. eight pounds 7/6. lawful
money damages & Cost of Court taxed at one pound 11/3.

Prince a Negro free man one of the liege Subjects of our Lord the king late of Westfield ^{Prince}
in the County of Hampshire Labourer p^lt. vs David Bull of Hartford in y^e County ⁱⁿ
of Hartford & Colony of Connecticut yeoman def^t. in a plea of Trepass for that the s^d ^{Bull}
Bull did at said Westfield on the second day of December last with force and arms make
an Assault on the s^d Prince then being in the king's peace and him the s^d Prince
then and there unjustly imprisoned and from going about and attending his
lawful business restrained & under the Imprisonment and restraint afores^d him the
said Prince for the space of Twelve hours kept and detained contrary to Law ag^t
the king's peace & to the Damage of the s^d Prince Ten pounds - The p^lt. comes
into Court and moves that this case may be continued to the next Term of the
Court & it is Continued accordingly - The def^t. also appearing by Joseph Hawley Esq^r

Matthew Hutchinson late of Westfield in the County of Hampshire now of Flavel ^{Hutchinson}
in the County of Albany in the Province of New York yeoman p^lt. vs Richard Knight ⁱⁿ
& Palmer in the County of Hampshire Yeoman def^t. in a plea of the Case wherein ^{Knight}
the p^lt. demands 40/- which y^e def^t. on the fourth day of Dec^r 1761 promised the p^lt. for a
brown Mare there s^d y^e def^t by y^e p^lt. & as on file - The p^lt. appears - The def^t
being three times publicly called to come into Court doth not come but makes
default & - It is therefore Considered by the Court that the p^lt. do recover ag^t
the def^t Two pounds eight Shillings lawful money damages and Cost of Court
taxed at Two pounds eighteen Shillings and a penny like money and the s^d
p^lt. may have his Execⁿ thereof - Docton was is^d 18th Mar. 1763.

70-
Sancton
Headman
John Sancton of Springfield in the County of Hampshire yeoman plt. vs Thos.
Headman of Springfield afores. yeoman def. in a plea of the Case for that s. Thinchas
at said Springfield on the third of May last by his note for Value rec. promised s.
John to pay him ten pounds by the first of January then next and the interest of
said Sum till paid - Also for that said Thinchas at said Springfield on 15th
of June last by his other note for value rec. promised s. John to pay him eleven
pounds & by the first of September then next with Interest from day of Pay-
ment till paid yet said Thinchas tho' often requested hath not performed his s.
promise, or either of them but unjustly neglects it to the damage of the said
John Twenty five pounds - The plt. appears - The def. being three times pub-
licly called makes default of appearance in Court. It is therefore considered
by the Court that the plt. recover against the Def. Twenty Two pounds one
Shilling & Two pence lawful money Damages and Cost of Court taxed at
one pound fifteen Shillings and three pence - After all which the def. by
Daniel Jones Gent. his Attorney comes into this Court and appeals from the
Judgment of the Court to the Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday
of September next & he recognises with Sureties as the Law directs for the s.
def. prosecuting the appeal with effect as by s. Recognizance on file appears -

Olcott
vs
Alford
Samuel Olcott of Hartford in the County of Hartford & Colony of Connecticut yeoman
plt. vs Elijah Alford of South Hadley in the County of Hampshire yeoman def. in
a plea of the Case for that s. Elijah at s. Northampton on the 31st of August by his
note for Value received promised the s. Samuel to pay him Twenty Seven pounds
10/8 on demand with Interest till paid yet s. Elijah tho' often requested hath not
paid the same or any part of it but unjustly neglects it to the Damage of s.
said Samuel Thirty pounds - The plt. appears - The def. being three times
publicly called makes default of appearance in Court - It is therefore consi-
dered by the Court that the said Samuel do recover against the s. Elijah Twenty
Eight pounds Seven Shillings and ten pence half penny lawful money Damages
and Cost of Court taxed at Two pounds three Shillings & seven pence -
After all which the def. by Joseph Hawley Esq. his Att. comes into Court & appeals
from the Judgment of this Court to the Superior Court of Judicature to be holden
at Springfield within and for the County of Hampshire on the fourth Tuesday
of September next & he recognises with Sureties as the Law directs for s. Def.
prosecuting his appeal with effect as by s. Recognizance on file appears -

Grant
vs
same
Ebenzer Grant of Windsor in the County of Hartford in the Colony of Connecticut Gent.
plt. vs Elijah Alford of South Hadley in the County of Hampshire yeoman def. in a
plea of the Case for that s. def. at s. Northampton on the 29th of July 1761 by his note
for Value rec. promised s. Ebenzer to pay him forty three pounds 1/4 on demand with
Interest for the same till paid yet the def. tho' often requested hath not paid s. same
or any part thereof but unjustly neglects it to the Damage of the plt. £50 -
The plt. appears - The def. being three times publicly called makes default of appear-
ance in Court. It is therefore considered by the Court that the plt. do recover agt.
the Def. Twenty eight pounds ten Shillings & nine pence half penny lawful money
Damages and Cost of Court taxed at one pound eighteen Shillings & seven pence.
After all which the Def. by Joseph Hawley Esq. his Att. comes into Court & appeals
from the Judgment of this Court to the Superior Court of Judicature to be holden
at Springfield within & for the County of Hampshire on the fourth Tuesday
of

of September next & he recognises with Sureties as the Law directs for if appellants prosecuting his appeal with Effect as by 1st Recognizance on file appears —

John Worthington of Springfield in the County of Hampshire Esq^r plt. vs Joseph Billings of Belchertown in the 2^d County yeoman Deft. in a plea of the Case for that 1st Joseph Billings said Springfield on the 21st of February 1761 by his note of that date for Value rec^d. name of Joseph Billings of Coldspring promised the plt. to pay him or his order or assigns of 6^{ty} money on demand with Interest for the same till paid yet of Deft. often requested hath never paid the same or any part thereof but unjustly neglects it to the plt. Damage Six pounds — The plt. appears — The Deft. being three times publicly called makes default of appearance in Court — It is therefore Considered by the Court that the plt. recover against the Deft. six pounds and eight pence half penny lawful money Damages & Cost of Court taxed at one pound thirteen shillings and three pence — After all which the Deft. by Joseph Hawley Esq^r his att^r comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next & he recognises with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect by 1st Recognizance on file appears —

Hannah Brewer of Tynningham in the County of Berkshire Gentlewoman & Widow vs Joseph Billings of Belchertown in the County of Hampshire yeoman Deft. in a plea of the Case for that said Joseph at 1st Northampton on the 21st of Feb^y 1761 by his note for Value rec^d. by name of Joseph Billings of Coldspring promised the plt. by name of Hannah Brewer of N^o. 1. widow to pay her or her order four pounds 7/11 on demand with Interest therefor till paid yet the Deft. tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the Damage of the 1st Hannah six pounds — The plt. appears — The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. four pounds eighteen shillings and nine pence half penny lawful money Damages & Cost of Court taxed at one pound 19/3. After all which the Deft. by Joseph Hawley Esq^r his attorney comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for if Appellant's prosecuting his appeal with Effect as by 1st Recognizance on file appears —

Alexander Smith of Amherst in the County of Hampshire yeoman app^t vs Peter Marshall of Sunderland in the 2^d County yeoman app^{la} from the Judgment of Deaver Esq^r at a trial before him on the 31st of January last at Hadley when and where 1st Alexander was plt. & 1st Peter deft. in a plea of Case demanding 17/5 which Deft. on the 26th of Nov^r 1761 by his note promis^d of plt. on demand with Interest & also of which Deft. owed of plt. On ault &c as by Writ may be seen — The appellant comes into Court. The appellee being three times publicly called makes default of appearance in Court — It is therefore Considered by the Court that the 1st Alexander recover ag^t of 1st Peter one pound & six pence one farthing lawful money Damages & Cost of Court taxed at one pound 14/11
2^d is 1763. Mar. 17th

Thomas Duwey of Westfield in the County of Hampshire yeoman app^t vs John Phelps of the same Westfield Gent^{le} app^{la} from the Judgment of Eldad Taylor Esq^r at a trial before at 1st Westfield on the third day of January last when and where 1st John was plt. and the said Thomas was Deft. in a plea of the Case for that said

79-
Dewey
app.
Shelps } that P. Thomas at s. Westfield on the last day of Nov. last being justly indebted to
the s. John in the sum of 36/10² to balance accounts for sundry articles of Debt &
deft at his special Instance and request then before that time had and received
of the plt. according to the Acct on file and then and there the Deft. in consideration
thereof promised the plt to pay him s. 2 sum on demand yet the often requested
the Deft hath not fulfilled his said promise but deny to do it to the damage
of the s. John forty shillings - At which trial the Deft pleaded that he owed y
plt. nothing in manner and form as y plt had declared & thereof prayed a
Judgment & after a full hearing Judgment was rendered that the s. John y
plt. should recover ag. y s. Thomas 33/10² Dam. & his Cost taxed at 10s.
from which Judgment of s. Thomas appealed to this Court - And now y said
Thomas and John come into Court and agree that this Case shall be continued
to the next Term of the Court & It is continued accordingly -

Hutchinson
app.
Sacket } Matthew Hutchinson late of Westfield in the County of Hampshire now of
Claverack in the County of Albany & Province of New York yeoman App.
vs Eliakim Sacket of Westfield afores. yeoman App. from the Judgment
of Josiah Dwight Esq one of his Majesty's Justices of the Peace for s. County
at a Court before him at Springfield on the 27th day of December last where
and where the s. Matthew was plt. and the said Eliakim was Deft. in a plea of
Trespas for that said Eliakim at s. Westfield on the 31st day of January
1763 with force and Arms did break and enter one Close of the plt. in s. Westf.
called his Houplot there and being so entered the s. Eliakim then & there with
force and Arms did cut fell down and carry away one pine Tree of the plt. then
and then growing on s. Lot of the Value of thirty Shillings contrary to Law and
the Peace of the King and to the damage of the s. Matthew 35s. - at which s. trial
the s. Eliakim pleaded that he was not guilty in manner and form as the plt.
in his Declaration had alledged & therefor he prayed a Judgment by plt. likewise -
And after a full hearing Judgment was rendered that the s. Eliakim should recover
of the s. Matthew his Cost the s. Eliakim not being guilty in y Judgment of y s. Justice of
the Trespas alledged - from which Judgment the s. Matthew appealed to this Court
And now the Appellant by John Worthington Esq his Att. and the s. Eliakim by Justice
Sacket of s. Westfield son of the P. Applee his att. come here into this Court - And the s.
Parties agree that Josiah Dwight Esq before Whom the former Trial was shall sit in
the Case now and that their agreement shall wholly take away Error - And the said
Parties are at Issue on the Original plea that the Deft is not guilty &c And after a
full hearing the Case was committed to the Jury Mr. Noah Southwell foreman & fellows
Who afterwards viz now at this same Term return their Verdict on oath that they find
for the Appellant reversal of the former Judgment Nineteen Shillings & three pence
Damages and Cost of Court - It is therefore considered by the Court that the former
Judgment be reversed and that the s. Matthew the app. do recover against the s. Eliakim
the Appellee nineteen Shillings and three pence lawful money Damages and Cost
of Court taxed at seven pound three Shillings & six pence. Ex. is. 18th Mar. 1763.

Warner
Murray } Jonathan Warner of Hadley in the County of Hampshire yeoman plt. vs W^m Murray of
Amherst in the same County yeoman Deft. in a plea of the Case wherein the plt. de-
mands three pound 7s. which the Deft. on the 14th of August last by his note promised
the plt. in three months with up till paid but hath not paid y same - The plt.
appears - The Deft. being three times publicly called makes Default of Appearance
in Court - It is therefore considered by the Court that the s. Jonathan do recover
against

Against the said William Three pounds and one penny lawful money Dam:
and Cost of Court taxed at one pound 7/4—

William Boltwood of Amherst in the County of Hampshire Gent. Comp^t vs Benoni Boltwood
Tarrant of Sunderland in s^d County yeoman sitting forth that at a Trial before or Tarrant
Josiah Chauncy Esq one of his Majesty's Justices of the Peace for s^d County at his
Dwelling house in Amherst on the first Day of December he the s^d William re-
covered Judgment against the said Tarrant for 34/2 damages and 10/3 Costs of
suit from which Judgment the said Benoni appealed to this hon^{ble} Court and
counseled with Junctis to prosecute his said Appeal but hath failed so to do
he therefore prays affirmation of the former Judgment with additional Cost
And it is granted him - It is therefore Considered by the Court that the s^d W^m
recover against the said Benoni one pound fourteen Shillings & two pence
lawful money Damages and Cost of Courts taxed at one pound ten Shillings
and six pence —
Ex r^d 17th March 1763.

The foregoing Judgment and Orders were
made and entered up and then the said
Court adjourn'd without Day —

W^m Williams Clerk.

20-
1763
Court
Sessions
Feb 7.

Hampshire p. Anno Regni Regis Georgii Tertii magnae Britanniae
Franciae et Hiberniae Sextio

At his Majesty's Court of General Sessions of the Peace held at
Northampton within and for the County of Hampshire on the Second
Tuesday of feby (being the 8th day of s^d Month) Anno Lord 1763 -

Present.
Israel William }
Joseph Hawley }
Tim Dwight Junr. }

The Justices of this Court now here present taking
into Consideration the difficulty of attending the s^d
Court & the Inferior Court of Common Pleas by Law
to have been held here this day being adjourned to the
Second Tuesday of March next at 10 o' Clock in the fore-
noon then to be held in this place - It is ordered that
the s^d Court of General Sessions & be also adjourned
to the same Second Tuesday of March next at 10 o' Clock
in the Morning of 1st Day then to be held in this place
And this Court is adjourned to s^d Time and place
accordingly - Certiff of which under of hand of s^d said
Justices is on file - Teste W^m William Cler

March
Adjourned
Court

At a Court of General Sessions of the Peace holden at Northampton
within and for the County of Hampshire (by Adjournment) on the
Second Tuesday of March, being the 8th day of 1st Month, 1763 in
the Third year of his Majesty's Reign &c -

Present
Israel William }
John Worthington }
Josiah Dwight }
Joseph Hawley }
Tim Dwight Junr. }
Samuel Mather }
Josiah Chauncy }
Heazer Porter }

Grand Jurors present
Reuben Bliss
Gad Lyman
John Baker
Joshua Dickinson
Jonathan Cook
Moses Dickinson
Uisha Ingraham

Jury for Trials
Enoch Southwell for
Thomas Strong
Eben. Clap
John Fitch
Samuel Church
George Warner
Eben. Mattoon
Rich^d Montague
Benja Leonard Junr. } in the
Aaron Wright } care
Noah Strong } of the
Gideon Henderson } Rotten

Belding } Labor Belding of Hatfield in y^e County of Hampshire german Compt^r or
Deerfield } the Assessors of the Town of Deerfield for the year of our Lord 1761. setting
Deerfield } forth that he is over-rated & as by Record of y^e last Term of this Court is
for 1761 } at large set forth - It is ordered that this case be continued to the next Term of y^e
Court forasmuch as it appear to the Court that the def^t have not been able to
attend at this time by reason of the extreme difficulty of travelling -

Dea } The Inhabitants of the Town of Pelham who were summoned to appear at
Pelham } this Court pursuant to the summons which was made for this purpose agreeable
to the Order of this Court at the last Term thereof to certify to the Court what
they have done in obedience to the Order of the Court at their Term in August
last Now come before the Court by John Savage their Agent and offer to shew
to the Court that they have endeavoured to comply with the s^d Order last above?
And this Court having heard the s^d Inhabitants as to their Attempts to
perform the s^d Order and the Court being satisfied that they have been

endeavouring a compliance with the same. And it also appearing to the Court that
the s^d Order be not fully performed the s^d Inhabitants are still pursuing such
ethod as may effect a performance thereof. It is therefore ordered that the matter
continued to the next Term of this Court that the Court may further advise and
termine therein - And It is also ordered that the s^d Inhabitants pay y^e Cost of the
specution heretofore and now carried on ag^t them in the Premises taxed at
or pounds 19/7 - & that ex^{ts} be awarded accordingly -

John Worthington Esq attorney to our sovereign Lord the king in this behalf here
stantly complains and give this Court to understand and be informed that
in Savage of Pelham in the County of Hampshire Gent. Alexander Turner yeomⁿ.
Alexander Turner jun^r yeoman. James Turner yeoman Robert Gilmore yeoman
Hamilton M^r Collister yeoman Jane Savage Spinster wife of John Savage jun^r.
Eleanor M^r Collister spinster Elizabeth Savage Spinster and Sarah Drane
Spinster all of Pelham afores^d did at said Pelham on the 12th Day of February
past ^{with force & arms} that is to say With Axes Clubs Sticks hot Water and hot Soap in a riotous
unlawful and tumultuous manner and riotously and unlawfully meet and
assemble themselves together to disturb the peace of the said Lord the king And
said John Savage Alexander Turner Alexander Turner jun^r. James Turner
Robert Gilmore Hamilton M^r Collister Jane Savage Eleanor M^r Collister Elizabeth
Savage and Sarah Drane being so met and assembled together did then & there
with force and arm make an Assault on one Solomon Boltwood of Conhurst
in and ever since being a Deputy Sheriff under Oliver Partridge Esq Sheriff
of the said County he being then in the due Execution of his said Office within
the peace of God and of the said Lord the King and then and there uttered menaces
and threatnings of bodily hurt and Death against s^d Solomon and then & there
with force and arm obstructed opposed hindered & wholly prevented s^d Solomon
from the due Execution of his s^d Office contrary to Law and against the peace
of the said Lord the king his Crown and Dignity - And now come before y^e Court of
y^e s^d John Savage Gent & Alexander Turner first above named the s^d Hamilton Eleanor
Jane Elizabeth and Sarah, being held by Recognizance for this purpose, the said
Robert & y^e other Alexander not being present, and being set to the bar & sworn
they to plead answer to the premises they the said Deft^s severally plead that they
be in nothing guilty of the same and thereof they put themselves on y^e Country
jury being sworn according to Law to try y^e Issues between our s^d Lord the
king and the s^d Deft^s after a full hearing return their Verdict therein that is
y^e jury on their oaths say the s^d Deft^s are not guilty - It is thereupon ordered
that the Deft^s be dismissed and go without day -

Charles Colton of Springfield in the County of Hampshire Yeoman app^t in Writ.
Hebbins q^d 2^d of Springfield afores^d yeoman and one of the Constables of the said
Springfield app^{ee} from the Sentence of Sediak Dwight Esq one of his Majesty's
Justices of the peace for the said County of Hampshire at a Trial before him
at Springfield on the 27th day of December 1762 when and where the said
Complainant complains in the words following viz humbly shews y^e Afores^d Writener
that Charles Colton afores^d on the 26th Day of Oct^r last did then and there at said
Springfield with force and arm an assault make on the body of Sediak Blip
said Springfield Gent^e and did then and there break the peace on the body of
said Sediak by then and there smiting and striking the s^d Sediak sundry
times with his fist and hand on the head of the s^d Sediak and your Complainant
further

Colton
App^t
Hebbins
App^{ee}

Further Complain against the said Charles Felton that the said Charles did then and there in the presence of your Complainant profanely curse the s^d Sedediah by then and there saying to the said Sedediah Damn you all which is Con-
trary to Law and against the peace of our Sovereign Lord the King his Crown &
Dignity your Comp^t therefore humbly pray, the s^d Charles may be convented
before your honor and examined touching the Premises and be made to do &
suffer as by Justice he ought to do & upon which Trial It was adjudged that
the said Charles was not guilty of profane cursing as set forth in y^e Complain^t.
But that the s^d Charles was guilty of making an Assault on y^e s^d Sedediah as
set forth and it was thereupon Considered that he should pay a fine of five
shillings to be disposed of according to Law and find Sureties for his appearance
before this Court and for his being of good behavior & from which sentence
the s^d Charles appealed to this Court & enquired to prosecute his appeal
with effect & And now comes before y^e Court the s^d Charles & moves that the
Case may be continued to the next term of this Court, and the Att^y for our s^d
Lord y^e King consenting & agreeing thereto, y^e Case is accordingly continued —

20. Charles Cotton affirmed that Whistood bound by Requisition taken before Josiah
Duchang, Esq. to make his personal appearance before this Court transfer to
such things as might be objected against him on his Majesty's behalf &
was now discharged therefrom by Proclamation by Order of Court

Hugh Queen of South Hadley in the County of Hampshire yeoman a minor by Elizabeth Queen of South Hadley afores^d Widow Guardian to the s^d Hugh humbly shews that he the said Hugh is a poor and indigent person and wholly unable to support himself by reason of Infirmitie and Sickness which renders him wholly unable to labor and he having no State and his kindred in the Degree which the Laws of this Province have made chargeable with his Support are wholly unable to support him by reason of their poverty and he has already suffered the liberty to suffer greatly unless your Honor order that the Overseen of the poor for y^e said District of South Hadley, of which place the s^d Hugh is an inhabitant and of which he is the proper Charge, should afford him necessary Relief at the Charge of the said District so that they have hitherto refused to afford him any Support under supposition and pretence that his Condition is not necessitous he therefore humbly prays that this honorable Court would be pleased to take Cognizance of the premises and provide such Relief for your Complainant as to Law and Justice belongs and he as in duty shall ever pray Joseph Hawley Att^r for Hugh. Read and Ordered that the Overseen of the poor of South Hadley afores^d be summoned to appear at the next Court of General Sessions of the Peace to be held at Springfield on the first Tuesday of May next to answer to this Complaint and shew cause if any they have wherefore the said Hugh should not be relieved in manner as is by Law provided in such cases - Sum^r is^d 21st Mar. 1763.

John Worthington Esq Attorney to our Sovereign Lord the King here in this Court }
in this behalf instantly informs and gives this Court to understand that George }
Wood of Springfield in the County of Hampshire yeoman at Springfield on }
the Sixth Day of January last past did with force and Arms wittingly & Willingly }
kill two wild Deer and then and there had in his Possession the raw skins & flesh }
of two wild Deer killed since the 21st day of December last past contrary to the }
Law of this Province in that Case made and provided the peace of gr^{ty} Lord }
the King his Crown & Dignity - The Def^t, being held by Recognizance for this }
purpose now comes before the Court and being put to plead and answer to }
incoming information he pleads that he is guilty - The Court having considered }
the afore^d Offence of the s^d George do order that he pay a fine of ten pounds }
lawful money to be the one moiety thereof to his Majesty for the Support of the }
Government & and the other Moiety thereof to Joseph Ashley the Third of said }
Springfield the Informer in this Case & Cost of Prosecution taxed at 2^l. 8^s. 4^d. }
The s^d George being unable to pay the fine afores^d it is further ordered that he be }
disposed of in service to any of his Majesty's liege Subjects for the space of }
four months from the time of the s^d George's Sale standing Committed & - }
Sold to Mr. Blip for £3. 0

John Worthington Esq Attorney to our Sovereign Lord the King in this behalf in }
his Court here instantly complain and gives this Court to understand & be inform^d }
that John Horton of Springfield in the County of Hampshire husbandman a }
minor under the age of Twenty one years but of the age of Discretion did at said }
Springfield on the Sixth Day of January last past wittingly & Willingly kill }
two wild Deer and then and there had in his possession the raw flesh & skins of two }
wild Deer killed since the 21st day of December last past Contrary to the Law of }
this Province in that Case made and provided the peace of the s^d Lord the King his }
Crown & Dignity - The s^d John Horton being held by Recognizance for this purpose }
now comes before the Court and being put to plead and answer to the premises he }
pleads that he is guilty thereof - The Court having considered of the Offence do }
Order that the s^d John Horton pay a fine of £20. lawful money to be the one }
moiety thereof to his Majesty for the Support of the Government & and the }
other moiety of the same to Joseph Ashley the Third of s^d Springfield yeoman }
was the original Informer in this Case and pay Cost of Prosecution taxed }
one pound 10^s. 4^d - The Def^t. being unable to pay the said fine further Ordered }
that he be disposed of in service to some of his Majesty's liege Subjects for the }
space of four months from the time of the sale of the s^d John standing Com- }
mitted & - }
Sold to Mr. Moses Blip for £4. 10

John Worthington Esq attorney to our Lord the King in this behalf here in Court }
instantly complain and gives this Court to understand that Noah Goodman }
of South Hadley in the County of Hampsh^r yeoman on the 26th Day of January }
last past at said South Hadley did wittingly and Voluntarily with force and }
Arms kill one wild deer and then and there had in his Possession the raw }
skin and flesh of one Deer killed since the 21st day of Dec^r last Contrary to }
the Law of this Province in that Case provided the peace of the s^d Lord of King }
his Crown and Dignity - And the s^d Noah comes before the Court being held }
by Recognizance for this purpose } and being put to plead and answer to the }
information afores^d he pleads that he is guilty - The Court having considered }
of the Offence do Order that the s^d Noah pay a fine of ten pounds lawful }
money to be of one moiety thereof to his Majesty for the Support of the Governm^t & }
the other moiety of the same to Joseph Ashley & Third of Springf^d in s^d County yeoman }
ag^t Goodman

Q2- Yeoman the original Informer in this Case and Cost of Prosecution taxed at one pound 4/2- The s^d Noah being unable to pay the s^d fine it is further ordered that he be disposed of in Service to any of his Majesty's liege Subjects for y^e space of Two monthes from the time of the Sale of the said Noah standing committed &c. the s^d Noah was sold for 25/-

2^d Rex
41
Cowan John Worthington Esq Attorney to our sovereign Lord the King in this behalf here instantly informs and gives this Court to understand that James (butts the Second of Pelham in the County of Hampshire yeoman at s^d Pelham on the sixth day of January last past did wittingly & Willingly kill one Green wild Deer and then and there had in his possession the raw flesh and raw skin of the same Deer Contrary to one Law of this Province in that Case made and provided the peace of the said Lord the King his Crown & Dignity - And now comes before the Court the s^d James (being held by Recognizance for this purpose) and being put to plead to the foregoing Information he pleads that he is guilty - The Court having considered of the Offence do Order that the said James pay a fine of Ten pounds lawful money to be the one moiety thereof to his Majesty for the support of the Government & the other moiety of the same to W^m Boltwood of Amherst Gent: the Original Informer in this Case and Cost of prosecution taxed at one pound 3/0 - The s^d James declaring here in this Court his inability to pay said fine It is further Ordered that he be disposed of in Service to any of his Majesty's liege Subjects for y^e space of two monthes from the time of y^e Sale of s^d James standing committed &c. - Sold for 25/-

2^d Rex
17
Hulbert John Worthington Esq attorney to our sovereign Lord the King in this behalf here instantly complains and gives this Court to understand and be informed that James Hulbert of Pelham in the County of Hampshire yeoman on the last day of Jan^y last at s^d Pelham did wittingly & willingly with force & arms kill one wild deer & then & there had y^e raw skin and flesh of s^d Deer in his possession Contrary to one Law of this Province in that Case made & provided the peace of the s^d Lord y^e King his Crown & Dignity - & the s^d James now comes before the Court (being held by Recognizance for this purpose) & being put to plead answer to y^e premises the s^d James freely acknowledges that he then had in his possession the raw flesh of s^d Deer but forasmuch as said James did not with force and arms as afores^d kill y^e same deer He therefore pleads ^{that} y^e s^d James was not possessed of the raw flesh of any Deer Contrary to Law. Whereupon y^e s^d James prays to be heard by his Council upon this point - And y^e s^d James being fully heard, forasmuch as it appears to this Court that he y^e s^d James was possessed of y^e raw flesh of a Deer as afores^d Contrary to Law, It is therefore Considered that y^e s^d James pay a fine of £10. lawful money to be y^e one moiety thereof to his Majesty for y^e support of Government & y^e other moiety to W^m Boltwood Gent: y^e Original Informer & Cost of Prosecution taxed at £2. 11. 11 - - The def^t. not being able to pay y^e fine it is further ordered that he be disposed of in Service to any of his Majesty's liege Subjects for y^e space of Two monthes from y^e time of y^e Sale of s^d James standing committed &c. - Sold for 30/-

2^d Rex
17
Selden John Worthington Esq attorney for our sovereign Lord y^e King in this behalf here instantly complains and gives this Court to understand & be informed that Azariah Selden of Hadley in y^e County of Hampshire yeoman on the eighth day of March current did at s^d Northampton wittingly & Willingly with force & arms kill one wild Deer & then & there had in his possession the raw flesh and raw skin of one wild Deer

Deer killed since the 21st day of December last contrary to one Law of this Province
in that Case made and provided of Peace of the s^d Lord of King his Crown & Dignity {G. Rex
the s^d Arariak now comes before of Court in of Custody of Elipha Porter Gent. and a Selden
inst. of of Town of Hadley and being put to plead answer to of foregoing Information
the s^d Arariak says he will not contend with of King & thereupon he prays that
the hon^{ble} Court would allow him a hearing in mitigation &c. - The de^{ft}. being
fully heard, forasmuch as it appears to of Court that he is guilty - It is therefore
Ordered that he pay a fine of £10. of one moiety thereof to be to his Majesty for
Support of Government & the other moiety of the same to Noah Smith Jun^r of s^d
Hadley of Original Informer & Cost of Prosecution standing Committed &c. by
aid Arariak being unable to pay of fine It is further Ordered that he be sold
any of his Majesty's liege Subjects for the space of Two months from of time
of Sale of of s^d Arariak - Cost taxed at £1.9 - Sold for 23/-

John Worthington Esq^r Att^r to our sovereign Lord the King in this behalf here in {G. Rex
stantly informs and gives this Court to understand that Dan Kenfield of North- Kenfield
ampton in s^d County yeoman on the last day of January last past at said
Northampton did wittingly & Willingly with fire and Arm kill one Wild
Deer & then & there had in his possession the raw skin & flesh of such Deer killed
since of 21st day of December last contrary to one Law of this Province in such
Case made & provided the peace of the said Lord the King his Crown & Dignity
The s^d Dan now comes before of Court (being held by recognizance for this pur-
pose) and being put to plead and answer to foregoing Information, he pleads that
he is guilty - It is therefore Considered by the Court that the s^d Dan pay a fine
of £10. lawful money to be of one moiety thereof to his Majesty for the Support of
Government & of Other Moiety of of same to Thomas Smith of Hadley of Original
Informer & pay Cost of Prosecution taxed at £3.4. standing Committed &c.
The s^d Dan not being able to pay the fine It is further ordered that if s^d Dan
be disposed of in service to any of his Majesty's liege Subjects for of space of two
months from the Time of of Sale of of s^d Dan - sold for 21/-

John Worthington Esq^r Attorney for our sovereign Lord of King in this behalf {G. Rex
instantly complains and gives this Court to understand & be informed that James Dunlap
Blap of Delham in the County of Hampshire yeoman on the last day of Jan^y Dunlap
last past at s^d Delham did wittingly & Voluntarily kill two wild Deer & then and
there had in his possession the raw skins and flesh of Two wild Deer killed since
of 21st day of Dec^r last past contrary to one Law of this Province in such Case made
& provided the Peace of of s^d Lord the King his Crown & Dignity - The s^d James now comes
before of Court (being held by recognizance for this purpose) and being put to plead
and answer to the premises he pleads that he is guilty - The Court having
Considered of the Offence do order that the s^d James pay a fine of £20 to be of one
moiety thereof to his Majesty for the Support of the Government of this Province
& the other moiety of the same to W^m. Boltwood Gent^r of original Informer &
Cost of Prosecution taxed at Three pound four Shillings and eight pence
lawful money standing Committed &c. - The s^d James not being able to
pay the said fine It is further ordered that he be disposed of any of his
Majesty's liege Subjects for of space of four months from the time of the
Sale of of s^d James - Sold for £4. -

83-
Zevia White wife of Uluu White of Hatfield comes before this Court & Confesses herself guilty of the Crime of fornication & thereupon submits herself upon the Mercy of this Court - & the Court having considered of the Offense do Order that the s^d Zevia do pay a fine of twenty Shillings lawful money to be to his majesty for the support of Government & do Court & same being paid then dismissed -

Increase Childs late of Brimfield yeoman principal and Elephat Green of South Hadley yeoman Surety recognize to our Lord the King here in this Court in the sum of £40. each for the personal appearance of the s^d Increase before the Justices of the Court of General Sessions of the peace at the next Term of the said Court to answer to what may be objected against him on his Majesty's behalf more especially to the Complaint of Hannah Montton of Brimfield spinster. charging him wth s^d Increase with wth begetting of a bastard Child upon her body & and that he the s^d Increase should do & receive what by y^e s^d Court should be enjoined him & not depart & be of y^e good behaviour & -

Seth Warner yeoman principal & Caleb Clark yeoman Surety both of Belchertown in the County of Hampshire recognize to our Lord the King here in this Court in the sum of £20. each for the personal appearance of the said Seth before y^e Justices of this Court of General Session & at the next Term of the said Court to answer to such things as shall be objected against ^{him} on y^e King's behalf more especially to the Complaint or Information of Josiah Lyman of said Belchertown a Deer Reeve there charging the s^d Seth of having in his possession the raw flesh of a Deer killed since y^e 21st of Dec^r last contrary to Law & to do & receive what shall by y^e s^d Court be enjoined him & not depart & -

Seth Dorney of Northampton Gent^l recognizes to our Lord y^e King here in this Court in the sum of £5 to make his personal appearance before y^e Justices of this Court at the next Term thereof to testify what he may ^{know} respecting the Charge next above mentioned & -

Seth Clark yeoman & Noah Clark yeoman both of South Hadley recognize to our Lord the King severally in the sum of £20 for the personal appearance of the said Seth at the next Court of General Sessions of the peace to be held for the County of Hampshire at Springfield on the first Tuesday of May next to answer to such matters as may be objected against him on his Majesty's behalf especially to y^e Complaint or Information of Moses Montague one of the Deer-Reeves in s^d South Hadley charging y^e s^d Seth of having killed three wild Deer since y^e 21st of Dec^r last contrary to Law & to do & receive what shall by y^e s^d Court be enjoined him & not depart without Licence & -

William Dickinson yeoman Moses Alvord yeoman John Ayres yeoman Elephat Green yeoman & Moses Montague yeoman all of s^d South Hadley recognize before this Court to our Lord the King in £5 each to make their personal appearance at the next Court to be held as above. to testify what they know respecting y^e Charge next above mentioned & -

Jarvis Dunlap of Pelham yeoman principal and Thomas Johnson of the s^d Pelham yeoman Surety recognize to our sovereign Lord the King here in this Court in the sum of £20 each for the personal appearance of the s^d Jarvis before the Justices of this Court at the next Term of the s^d Court & to answer to such things as may be objected against him on his Majesty's behalf more especially to the Complaint of Solomon Wetwood yeoman a Deputy Sheriff

of the County of Hampshire charging the s^d James of an Assault made on the said
Abmon whilst in the lawful Execution of his Office & and to do & receive what
shall be by the s^d Court enjoined him & not depart without licence and be of
the Good Behaviour in the mean time

Theria Brooks wife of Hzekiah Brooks of Springfield who is a minor & Theria
the Daughter of Noah Brooks of Springfield yeoman was now publicly Brooks
called to come into this Court but the s^d Theria doth not come here & thereupon
the s^d Noah Brooks who was held by recognizance entered into before John
Worthington Esq on the 17th of Jan^y last to the King of the sum of ten pounds
for the personal Appearance of the s^d Theria before this Court to answer to
such things as should be objected against her on his Majesty's behalf and
particularly to the Presentment found against her by the Grand Inquest for
body of the County of Hampshire at the Court of General Sessions of the
peace held at Springfield &c in May last for the Crime of fornication And
Henry Nicholson of the same Springfield yeoman who was surety to said
Noah in s^d Recognizance were now also called to come and bring here into
this Court the s^d Theria but the s^d Noah & s^d Henry or either of them do not
bring s^d Theria into this Court

Othniel Sikes of Springfield yeoman who stood bound by recognizance to our Othniel
Sovereign Lord the King in s^d sum of £10. entered into on the 26th of Jan^y last Sikes
upon John Worthington Esq to make his personal appearance before this Court
to answer to such things as might be objected against him on his Majesty's
behalf & particularly to the Complaint of James Sikes of s^d Springfield pre-
sented ag^t him y^e Othniel for killing one wild Deer and having in his possession
the Raw Skin and flesh of a Deer killed since the 21st of Dec^r last was now
publicly called but the s^d Othniel doth not appear & thereupon George (John
Surr. of s^d Springfield yeoman who was surety to s^d Othniel in s^d same Re-
cognizance in s^d sum of £10. being also publicly called to come here and bring
into this Court the s^d Othniel he the s^d George doth not do it

Uriah Bush of Ware yeoman who stood bound by recognizance to King Uriah
taken before Josiah Dwight Esq on the 26th day of December last in the sum Bush
of £10 pounds to make his personal appearance before this Court to answer to
such things as should be objected against him on his Majesty's behalf and be of
the Good Behaviour in the mean time being now three times publicly called
to come into Court doth not appear & thereupon James Larmon of s^d Ware
yeoman & Benj^a Miller of Springfield who were sureties to s^d Uriah in s^d
same recognizance in s^d each being also publicly called to come here and bring
the s^d Uriah into this Court they fail so to do

John Williston of Springfield yeoman who stood bound by recognizance to the John
King in the sum of £10. taken before John Worthington Esq on the 15th day of Williston
January last to make his personal appearance before this Court to answer to
such matters as should be objected against him on his Majesty's behalf &
to keep of peace and be of the Good Behaviour towards all his Majesty's liege
people in s^d Mean time being now publicly called to come into Court doth
not come & thereupon Joel Rly yeoman and William Day yeoman both of s^d
Springfield who were sureties to s^d Williston being also publicly called to come
here & bring into this Court the s^d John Williston the s^d sureties do not come &
bring the s^d John into this Court

Over Church of Hadley yeoman who stood bound by recognizance to y^e King taken before the said Court on the 7th day of February last & now returned to this Court to make his personal appearance here to answer & as on file, now comes into Court & the s^d Over Church is discharged from y^e same Recognizance by Proclamation by Order of Court.

Over Church above named who stood bound by recognizance to the King taken before the said Court on the 5th day of March last and now returned to this Court to make his personal appearance here to answer & as on file, now comes into Court & the same Over is discharged from the s^d Recognizance by Proclamation by Order of Court.

John Townsend of Greenwich gent. who stood bound by recognizance to the King entered into before this Court at the last Term thereof for y^e personal appearance of John Townsend jun^r. at this Term & as may be seen at large on Record of the s^d Last Term now comes into this Court and brings into Court the s^d John Townsend jun^r. And the s^d John first named was discharged from the s^d recognizance now at this Term by Proclamation by Order of Court.

Benj^a Leonard is now granted to Benj^a Leonard Jun^r of Springfield to be an Innholder, Retailer and Common Victualler for selling Strong Drinks by Retail in y^e House when the Widow Azubah Adams now dwells there till the next August Court and he recognizes to the King as principal in the sum of £10 with Sureties viz Wm Lyman gent. & Phamar Strong yeoman in £5 each to keep good rule and Order in the s^d House & duly to observe the laws made for regulation of such houses & he also recognizes as principal in y^e sum of £50 with y^e same Sureties in £25 each to keep and render the accounts & pay y^e Duties by Law required.

Eliza Ingram is granted to Eliza Ingram of Amherst to sell Tea Coffee and China Ware for one year next ensuing out of his dwelling house there & Simeon Strong gent^e comes into Court and recognizes to the King in behalf of s^d Ingram as principal in £20 lawful money with Sureties viz Nath^l Dwight Gent. & Daniel Jones Gent. in £10 for y^e s^d Eliza's keeping & rendering the accounts & paying the Duties by Law required.

Timothy Dwight Jun^r. Esq^r & M^r Solomon Stoddard Two of the Com^{tee} appointed by this Court at a former session thereof to take y^e charge of building the Bridge in Chesterfield (then called New Hingham) now bring into this Court their further A^{ct} of the sums due to sundry persons by them employed in pursuance of the Trust reposed in them as afores^d (whose names and y^e sums due to each are on file) amounting in the whole to the sum of Twenty nine pounds 15^s. lawful money - & this Court having examined y^e Account do allow the same & It is ordered that the County Treasurer of this County pay the said sum to the said Com^{tee} or either of them out of y^e s^d County Treasury the Receiver standing accountable to the several persons named in the s^d Account for what is due to them respectively & that an order b^y Treas^r be made accordingly.
Order in 2^d 18th Mar. 1763.

Mr. Moses Blip having presented to this Court an account of the Service of y^e Com^{tee} for laying out a highway from Suffield to Granville &c and others who were Assistants in the Work (which is on file) which the Court do not allow as y^e same now stand charged. It is therefore ordered that there be allowed to the several persons named in said A^{ct} for their s^d Services as follows viz To Mr. Moses Blip for 7 1/2 days Service in laying out y^e s^d Way & writing the Return 6^s 1/2 day - - £2. 5. 1.
To Moses Field Surveyor 6 1/2 days 7^s 1/2 day - - 2. 5. 6. 10

To John Ely 6 1/2 days @ 1/2 day - £1. 19. 0 -
 To Joel Ely 6 1/2 days @ 1/2 day - 1. 19. 0 -
 To Thomas Stebbins 6 1/2 days @ 1/2 day - 1. 19. 0 -
 To Eliakim How Robert Hamilton Tim. Robinson Thamar
 Layson all of Granville 1 day each assisting & Com^{tee} 3/4 a day each - 1. 12. 0 -

And that the County Treasurer be directed to pay several

Persons aforesaid the sum appoised to their respective names out of the County Treasury of this County - Order is accordingly 18th Mar. 1763.

The Committee appointed by this Court at a former Session thereof to lay out and alter sundry roads in the eastern part of this County now bring into this Court their account of the Service they have done and of the Expence they have incurred therein which this Court do not allow as if same stands charged. It is therefore ordered that there be allowed to the said Committee and others assisting in the s^d Service as follows viz

To Daniel White for 8 1/2 days Service at viewing & laying out Highways	£2. 11. 0
at 1/2 day	
To Ebenezer Hunt for 7 days in said Service	2. 2. 0
To Gad Symon for 6 1/2 days in s ^d Service	1. 19. 0
To Oliver Warner for 8 1/2 days in said Service	2. 11. 0
To Upha Hubbard for 9 1/2 days in s ^d Service & 5/4 and Expence 2/4	3. 11. 8
To Ely Parker for half a day, carrying Chain	1. 4.
To Nath ^l . Alexander Smith for half a day, carrying Chain	1. 4.
To Israel Smith 1/2 day to carry Chain	1. 9 1/2
To Timothy Montague 2/3 of a day do	1. 9 1/2
To Nath ^l . Dubbleday for half a day do	1. 4.
To Daniel Smith for half a day do	1. 4.
To Francis Newton for 1 1/2 day do	4. 0.
To W ^m . Dickinson 1 1/2 day do	4. 0.

And that the County Treasurer be directed to pay to the said Persons the sum annexed to their respective names out of the County Treasury of this County - Copy & Order made 18th Mar. 1763.

Timothy Dwight Jun^r. Ely now presents to the Court his Account for the Service he has done and of Expences he has incurred in procuring hands and in surveying & Work pursuant to the Commission given him by this Court relative to the Bridge in Chesterfield - Amounting to nine pounds 4/8 lawful money and this Court having inspected the s^d Account do allow the same - & It is Ordered that the County Treasurer be directed to pay the s^d Tim^o. Dwight Jun^r. Ely the s^d Sum of Nine pounds 4/8 out of the County Treasury - Order is 18th Mar. 1763.

Mr. Solomon Hoddard now presents to the Court his account for his Service as a Committee-man for building of bridge in Chesterfield amounting to a sum of three pounds lawful money praying if s^d A^{mt} may be allowed & the Court having seen the amount do allow the same & it is ordered that the County Treasurer be directed to pay the s^d Solomon the s^d Sum out of the County Treasury for his Service aforesaid & that an Order be made accordingly - Order is 18th Mar. 1763.

Ebenezer Burt of Springfield brings into this Court his account of his own Labour and Expence of Materials used in repairing the Goal in Springfield praying if same amount (which amounts to 9/ lawful money) may be allowed and an Order of this Court be paid for & payment thereof to y^e s^d Ebenezer & the s^d Amount is allowed - It is ordered by the Court that the County Treasurer be directed to pay y^e Ebenezer the s^d nine shillings out of the County Treasury - Order is 18th Mar. 1763.

Benj^a
Southwick
Pet^r

Humbly shew Benj^a Southwick & Benj^a Southwick jun. yeoman Amor Foster gen^l
Daniel Foster yeoman & Abraham Peas yeoman all of New Salem in y^e County
of Hampshire that more than fifteen years ago a private Way was laid out for
the use of the Inhabitants of said New Salem beginning about Twenty rods
west of Benjamin Hays' house thence running near Amor Foster's house on
the West Side thence near the house of Benjamin Southwick thence near the
house of William Page thence to the road that leadth ^{from} the house of Dan^l Shaw
to the Meeting house in s^d New Salem which said Road has ever since been kept
open for the Use of said District until some Time in September last at which
Time the s^d District of New Salem at a legal meeting of the Inhabitants did
by a major Vote discontinue the road afores^d whereby your Petitioners are
much aggrieved and damaged as they are thereby wholly excluded and
cut off from any Privilege of any Way or Road Whatsoever Your Petitioners
therefore humbly pray your honors to take into your Consideration their
Situation by means of the Discontinuance of the road as afores^d and provide
them such Remedy thereof as you shall find consistent with Law & Justice and
your Petitioners as in duty bound shall pray & Read and Ordered that if
Inhabitants of the s^d New Salem be notified to appear before the Justices of
the Court of General Session of the peace for y^e County of Hampshire At y^e next
Term thereof to shew cause if any they have wherefore the Prayer of this
Petition should not be granted and the Petitioners be relieved in manner as
is by Law provided in such cases - Warr^t is^d 21st Mar. 1763.

Hawley Esq^r
Pet^r for
an Alterⁿ
of y^e Road
to Nth Hamp^{sh}

Humbly shew Joseph Hawley Esq^r in behalf of the Town of Northampton in the
said County of Hampshire that the Highway or common Road of our Lord of King
in s^d Northampton from the Town house there leading to Hatfield for that space
thereof from the Southeast Corner of Deacon Supply Kingsley's lot called the
Tan-yard-Pasture to the Southeast Corner of Ebenezer Phelps' house lot may be
rendered more commodious for the public by reducing the breadth of it for part
of that space and enlarging the breadth for y^e residue of the said space the said
Hawley therefore humbly prays the Order of this honorable Court the said
Way should be in that manner corrected and altered and the said Hawley as
in Duty bound shall ever pray Joseph Hawley - Read and Ordered that
Oliver Partridge Esq^r Deane Foster Esq^r Moses Marsh Gent & Mess^{rs} Enoch Nash &
Elisha Hubbard yeomen be a Committee to view and lay out the Road anew
from the Corner of the s^d Lot called the Tan yard pasture to the place where
the same road is six rods wide in such manner as they shall judge best
for the public - & it is also ordered that the same Committee view and lay
out anew the road leading from Chesterfield over rail-hill-river bridge into
Northampton and thro' that Street thence adjoining to which are y^e dwelling
houses of Mess^{rs} John and Son^l Hunt Captⁿ Lyman & Col^l Corneroy from a
Rock in the Center of s^d Road 136 rods west of Mr. Joseph Hunt's house till it
intersects y^e Road first above mentioned and ordered to be laid anew from the
Corner of y^e Lot called the Tan yard pasture afores^d - Which s^d Committee are to
give reasonable Notice to all persons interested of the time and place of their meet-
ing for y^e purposes afores^d and shall be under Oath to perform the afores^d Service
in the best way and manner they can with most convenience to y^e public and
least prejudice or damage to private property and shall also ascertain y^e place &
Course of s^d Road in y^e Way and manner they can which having done y^e s^d
Com:

Committee or y^e major part of them shall make Return thereof to y^e next Court of
General Sessions of the Peace to be held in s^d County after the service is performed
under their hands & Seals. And if any person be damaged in his or her property
by the laying out the s^d Ways as afores^d the s^d Committee are empowered & required
under Oath to estimate y^e same & make return thereof as afores^d. & the Clerk of this
Court is directed to serve y^e Committee with a Copy of this Order &c. in s^d Wth Mas^y 63.

Most humbly shew John Chandler of Worcester John Murray of Rutland Abijah
Willard of Lancaster & Thos^s Paine of the said Worcester Esq^s That they are planting
Great Expense and with great Spirit & Application are endeavouring effectually
to settle a Town of honest industrious inhabitants upon that Tract of land lying
in the s^d County of Hampshire called Number nine adjoining to Blanford Westfield
Northampton & Northampton in the same County which Tract your petitioners
inhabited the last June of the Province of the Massachusetts Bay. That the Settlers
their beginning as well as afterwards will have great Occasion to communicate
with the Town on Connecticut River & that no Town able to supply y^e s^d Settlers
with necessary provision for their first Subsistence and many Articles needful
Agriculture is situated so advantageously for them as the Town of Northampton
is. but that at present there is no Way tolerably direct, opened or laid out
from the said Tract to the body of the Inhabitants of the s^d Town of Northampton
but a Course for a Way conveniently direct from the settled part of the s^d Town of
Northampton to the s^d Tract of Land running for about Two thirds of y^e Distance in
the now used by the Inhabitants of Northampton afores^d through their inner
common and the southerly part of the long Division so called and crossing the east-
ly line of the said Tract belonging to your Petitioners a little southward of the
middle of the Length thereof is a Course in which y^e Grounds will admit of a feasible
road without any extraordinary labour or cost and is sufficiently known & searched
out And as a high Way & Common Road from the body of the Inhabitants of the said
Town of Northampton to the s^d Tract is at present much wanted and likely in a
short time to be much more wanted and as it ordinarily takes a good deal of time
to make roads tolerably comfortable on new Grounds (of which sort part of y^e Grounds
whereon y^e proposed Road must lie) your Pet^{rs} humbly pray the Order of this hon^{ble}
Court for the laying out of an high Way and Common road in manner as y^e laws
of this Province direct from some Station in y^e Country road in Northampton
leading to Westfield a little southward of Sandy Hill Gutters so called
and thence crossing the inner Common to the front of that Tract of Land in y^e
said Northampton called y^e long Division and thence on the s^d long Division in
the most direct feasible Course to the East Branch of Murchan Division at the
Common fording above King's mill so called and thence on y^e southerly part of
the s^d long Division where the ground will furnish the best Road to the Easterly line of
the s^d Tract owned by your Petitioners all which is humbly submitted and your
Pet^{rs} as in Duty bound will ever pray Joseph Hawley Wth to the Petitioners —
Read & Ordered that the petition lie till the next Term of this Court for the
further Consideration and Adviseement of y^e Court thereon &c

We the Subscribers in behalf of ourselves as well as the Public humbly shew —
that there are sundry persons now settling and making improvements on y^e land lying
in the southerly part of the Township of Chesterfield in the County of Hampshire & that
there is considerable Occasion for Carriages to pass and repass from that Part of said
Chesterfield to Northampton &c and that there is great probability that y^e Occasions
for such passing and repassing of Carriages as afores^d will much increase
The

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Phelps
Lyman
1761
The petitioners further humbly show that there is no Carriage Road by Law established that does in any tolerable manner accommodate those who have need of a Road for the purposes aforesaid. The highest to them being that which goes from Northampton thro' part of the Township of Hatfield into the Township of Chesterfield aforesaid near the Center of it from north to south that they are therefore obliged to travel several miles further than, as they apprehend, it is necessary or reasonable they should be when they go from place to place as aforesaid with carriages for they humbly conceive the Ground from Northampton by way of Robard's Meadow and Barcorn's hill so called to the 1st southerly part of Chesterfield will admit of as good and feasible a Carriage Road as any yet found from Northampton to Chesterfield that the same might be continued to the Great Bridge there in 2^d Chesterfield & would be y^e shortest Road from Northampton to said Bridge that can be found for carriages. They therefore humbly pray your honors would be pleased to order a Road to be laid in manner as the Law directs from Northampton aforesaid by Robard's Meadow and Barcorn's hill aforesaid to the 1st southerly part of Chesterfield and soon to the 1st bridge that may answer the purposes and occasion above mentioned or on such other Ground as may best accommodate your Petitioners and the Public and as in duty bound shall ever pray. —
Jon^a Phelps John Lyman J. &c —
Read and Ordered that the Petition lie till the next Term of this Court for y^e further consideration & Adjudgement of y^e Court thereon.

Highway
From
Belchertown
to
Hardwick
Whereas the Subscribers were at his Majesty's Court of General Sessions & held at Northampton on the Second Tuesday of November 1761 appointed a Committee to view and lay out a Highway from the Country road in Belchertown through Greenwich to the West Line of the Township of Hardwick where the Town Road from said Hardwick to Greenwich Meeting House crosses said West Line. Seasonable Notice was given to all persons interested of the Time and place of our meeting for y^e purpose And after carefully viewing we have laid out the said Highway. The Course of which is as follow. Beginning at the Country Road a little South-eastward of Aaron Amosson's Dwelling House at a heap of Stones by a Walnut Staddle marked H.W. Running East 32° North 12 rods to a pine Staddle then north 30° East 26 rods to a heap of Stones, then East 27° North 60 rods to a pine Tree, then East 30° North 15 rods to white Oak Stub, then East 22° South 25 rods to a black oak Tree, then East 17° North 60 rods to heap of Stones, then East 7° South 28 rods to heap of Stones, then East 2° South 20 rods to a white oak Tree, then East 36° South 17 rods to a Red oak Staddle, then East 31° South 32 rods to a white oak Tree then East 12° North 8 rods, then East 45° North 32 rods to a pine Staddle then East 30° North 48 rods to a Stake and Stones then East 16° North 48 rods, then East 10° North 71 rods to a Chestnut-tree then East 7° South 12 rods to a white oak Tree, then East 28° South 12 rods, then East 31° South 36 rods then East 3° North 19 rods to a Chestnut Tree, then East 40° S^o 28 rods to a Chestnut Tree, then East 11° South 94 rods, then East 17° North 18 rods, then East 20° North 18 rods, then East 40° North 46 rods to a red oak Tree, then North 28° East 10 rods to a white oak Tree, then North 38° East 27 rods to a red oak Tree, then East 23° North 32 rods to a pine Tree, then East 22° South 16 rods, then East 9° South 48 rods to a pine Stub, then East 20° North 41 rods to a red oak Staddle, then East 5° North 25 rods to a heap of Stones then East 5° North 44 rods, then East 10° North 43 rods, then East 9° South 12 rods to a pine Tree, then East 37° South 15 rods, then East 30° South 22 rods to a pine Stub then East 3° South 20 rods to a Stake, then East 20° N^o

rods, then East 17° South 20 rods, then East 10° South 14 rods to a heap of Stones, then East 3° North 30 rods, then North 40° East 21 rods to a pine tree, then East 37° North 4 rods to a White Oak tree, then East 43° North 32 rods to a pine tree, then East 10° North 72 rods, then East 32° North 34 rods to a white Oak tree, then East 45° North 10 rods to a heap of Stones, then East 20° North 30 rods to a white oak tree then East 14° North 21 rods to a heap of Stones, then North 23° East 30 rods to a heap of Stones, then North 27° East 96 rods to a heap of Stones, then North 10° East 63 rods to a stake, then North 20° East 56 rods to a heap of Stones, then East 32 North 27 rods, then East 10° North 16 rods to a white oak tree, then North 42° East 40 rods to a red oak tree, then North 45° East 46 rods to a heap of Stones, then North 22° East 29 rods, then East 39° North 26 rods to a red Oak Saddle, then East 23° North 32 rods, then North 15° East 52 rods to a heap of Stones, then East 46 rods, then East 28° North 10 rods, then East 9° South 13 rods to a Chestnut tree, then East 31° South 24 rods to a pine tree, then East 4° North 9 rods to a pine tree, then East 24° North 84 rods, then East 16° North 60 rods, then East 42° North 23 rods to a pine tree, then East 27° East 70 rods, then North 35° East 36 rods, then East 3° North 86 rods to a pine tree, then East 23° South 56 rods, then South 43° East 24 rods, then East 18° North 12 rods, then East 43° South 31 rods, then East 28° South 13 rods to a White oak at Hardwick west Line. The said High Way to be four rods wide & the marks to be in middle of said High Way - All of trees and stakes mentioned & marked as aforesaid. - Given under our hands and seals the first day of March Anno Domini 1763.

Gad Lyonah & Seal
Elisha Hubbard & Seal

Daniel White & Seal
Ebenzer Hunt. & Seal
Oliver Warner. & Seal

He being likewise appointed as aforesaid to alter if need and lay it out anew. We would judge it best from a little East of Batchelor's Brook located in said Haverhill till it gets to the top of the hill east of Hannum's Land, after carefully viewing y^e place we are of the opinion that it is not necessary to make any alteration at y^e place. - Mark y^e first 1763.

Gad Lyonah & Seal
Elisha Hubbard & Seal

Daniel White & Seal
Eben. Hunt - & Seal
Oliver Warner & Seal

The foregoing Return of the laying out of the High Way aforesaid as now made & this Court having seen & considered y^e same do allow it, & it is ordered that the said Return be entered at Large on the Records of this Court and that the way therein described be hereafter known as a Common High Way of our Lord the King & that all nuisances be therefrom forthwith removed -

Pursuant to a Warrant under the hands of the Select men of the Town of Springfield in y^e County of Hampshire bearing date the 21st day of December 1762 on the 25th day of January 1763 Ebenezer Brown and his wife Elisabeth Brown who came from Coventry & on the 26th day of y^e same January Elijah Coleman who came from Hatfield all being needy persons as is said were warned to depart and leave the Town of Springfield by Seth Remington Constable for the Town of Springfield - And pursuant to the same Warrant Timothy Waters & his wife & three children viz Timothy, Elizabeth and Eunice who came from Hebron & said to be ~~poor~~ poor persons were on the 26th day of Jan^y 1762 / as it is recorded on the back of y^e Warrant / warned forthwith to depart out of y^e Town of Springfield by David Ashby Constable for Springfield - As by y^e Warrant and the Return thereon on file appears -

Northampton
Caution
Uphal Clap of Northampton now returns into this Court a Warrant under
Hands of the Select men of Northampton bearing date the 7th day of February 1763
directed to either of the Constables of s^d Northampton requiring them to warn and
give notice to the several persons named therein forthwith to depart and leave
said Northampton & on which are y^e Indorsements following viz Hampshire
It is hereby certified that the within named persons according to the Directions of
the within written Warrant have been warned to depart and leave y^e Town of North-
ampton exclusive of three viz - Wakefield Ebenezer Carpenter and Abigail Knight
which of their own accord had left the Town - These persons hereafter named informed
me that they came from the Town hereafter named viz the Elliots (whose Nathaniel
Elliot Abigail Elliot his Wife Nathaniel Elliot John Elliot Francis Elliot Abigail Elliot &
Betty Elliot all minors and Children of the s^d Nathaniel Elliot the first named) all
within named all came from Woodstock they came into Town October 1762 and
warned out 16th day of February 1763. David Shary came from Prussia he
came into Town April 1762 and was warned out of Town 7th day of March inst.
Thomas Briant came from Roxbury he came into Town Oct^r 1762 and was warned
out of Town February 16 1763. Stephen Green came from Woodstock he came into
Town May 1762 and was warned out of Town Feb^y 14th 1763. John Hannah and
Mary Queen all came into Town November 1762 and were warned out of town
Feb^y 21st 1763. John King the Carrier came from England he comes into Town
goes out so frequently that he does not abide in town long at a time he was warned
out of town March 7th 1763. Nathaniel Terry came from South Hadley he came
into Town Oct^r 1762 and was warned out of Town Feb^y 21st 1763. John M^{chey}
came from Pelham he came into Town June 1762 and was warned out of
Town March 7th 1763. Sarah Murray came from Woodstock she came
into Town Nov^r 1762 and was warned out of Town March 8th 1763. James Queen
came from South Hadley he came into Town November 1762 & was warned
out of Town March 7th 1763 - March 11th 1763. Uphal Clap Constable

Hadley
Pursuant to a Warrant under the hands of the Select men of Hadley bearing
date the 18th Nov^r 1762 Ebenezer Burt John Maglothram & Isabel Maglo-
thram Daniel Hastings and Mary his Wife and Sarah Hastings daughter of the
said Daniel & Mary on the 25th day of the same November were warned to
depart and leave the Town of Hadley forthwith by Ebenezer March Jun^r Const^{le}
as by y^e Warrant and Return on file appears

Hadley
Pursuant to a Warrant under the hands of the Select men of the Town of Hadley dated
the 10th day of January 1763 Edward Walker and Mary his Wife & Robert Walker
Jacob Walker Obadiah Walker Eunice Walker and Mary Walker Children of y^e
said Edward and Wife Mary who came from Union in Connecticut the s^d Edward
about five months ago and y^e his s^d Wife & Children last fall on y^e 1st day
of Jan^y afores^d were warned to depart and leave y^e Town of Hadley by Ebenezer
March Constable as y^e Warrant and return on file appears

Westfield
Pursuant to a Warrant under the hands of the Select men of Westfield bearing date y^e
5th day of Jan^y 1763 Aaron Strong & Rachel Strong his wife & John & Uphal Strong &
Sarah (see also Rachel Strong their Children who came from Windsor also Peleg
Spencer and Ruth Spencer his Wife & Samuel Spencer and Ruth Spencer and
Peleg Spencer their Children also John Jones and Schannah Jones his Wife
who came from Granville on the 21st day of February 1763. were warned to
depart from and leave the Town of Westfield by David Moseley Jun^r Const^{le}
as by y^e Warrant & Return on file appears

Pursuant to a Warrant under the Hands of the Select-men of the Town of Deerfield bearing date the 15th Day of December 1762 On the 8th day of Feb^y last Ben^t Deerfield art and Sarah his Wife and prudence and Sarah daughters to 1st Hart who Caution
came last June from Lunenburg in y^e County of Worcester, Joseph Billings of
Montague also Ephraim Whitney & Esther his wife and Ephraim Esther Lydia
and Rebekah Children of the s^d Whitney who came from a District of Groton
called Pepperrell in y^e County of Worcester were all warned forthwith to depart
from & leave the s^d Town of Deerfield by William Arm. Jun^r Constable of
Deerfield as y^e Warrant & Return on file appears —

Pursuant to a Warrant under y^e hand of the Select-men of the Town of Pelham bearing date the 20th day of January 1763. Elizabeth Queen her Pelham
son Tim^o Queen and Daughter Elizabeth Queen on the 2^d day of Feb^y Caution
last were warned forthwith to depart out of and leave Town of Pelham
where they had been (as is said) six Weeks by John Gray Constable as by
the Warrant and Return on file appears —

Pursuant to a Warrant under y^e hands of the Select-men of the District of Amherst bearing date the 20th day of Jan^y 1763. Mary Rodes a vagrant Amherst
whom then resident in Amherst widows On y^e 12th day of February last was Caution
warned forthwith to depart and leave the District of Amherst and every
part thereof & it was also by inquiry found that the s^d Mary had resided
there ever since the thirty first day of July last past by Jonathan Smith
Const^{ble} of Amherst as y^e the Warrant & on file appears —

Pursuant to a Warrant under the hands of the Select-men of y^e District of Southampton bearing date the 29th day of December last David Dewey Southampton
on the 30th day of y^e same December was warned to depart and leave s^d Caution
District by Samuel Bunt Constable of Southampton. Who certifies that
he has made diligent inquiry and finds that the s^d David came first to
reside in the s^d Southampton on the 17th day of January 1762 all which
to be seen at large on file —

The foregoing Judgments and Orders were
made and entered up and then the s^d Court
adjourned without Day —

Teste W^m Williams Clerk.

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1763
Inferior
Court
May

Hampshire s^o Anno Regni Regis Georgii Tertii magnae Britanniae
Franciae et Hiberniae Tertio

At his Majesty's Inferior Court of Common pleas holden
at Springfield for and within the County of Hampshire
on the first Tuesday of May, being the Third day of said
month, anno Domini 1763

Justices of y^e s^d Court
present viz
Israel Williams
Josiah Dwight
Elijah Williams
Timothy Dwight Just
Thomas Williams Esq^r
Caus^o Spe^r

Jury for Trials
Phin^o Newton foreman
Ebenzer Bagg 2^d
Joseph Hildbrook
Joseph Ashley 2^d
Abner Lyman
Daniel Warner
Israel Graves
Elijah Dickinson
Gardner Kellogg
Stephen Fowler
Samuel Kellogg
Thomas King
Abner Stebbins

de Tal^o s^d { Windsor Smith in y^e Cases - Duwey & Phelps, & Raymond & May -
Benjamin Wait & Colton vs M^o Clister, Dwight vs Clark
Lorran vs Spelman Vanthorn vs White's Ex^o -
Thomas Ely in y^e Room of Kellogg in y^e Case Dwight vs Clark -

William Solomon Williams of Lebanon in the County of Windham vs Clerk p^o
Brewer's Adm^o { or Hannah Brewer lately of Tyringham in the County of Berkshire Gen:
Adm^o { the woman Adm^o & as p^o y^e Records of the last preceding Term of this
Court it appear - And now the parties come here into this Court by
their s^d Attornies, and they mutually agree that the Case be continued und^r
the Original Rule until the next Term of the Court & it is continued
accordingly

Adam Wilson { John Adams of Shutebury in the County of Hampshire yeoman p^olt. vs John
Willson lately of Petersham in the County of Worcester Gent^o de^oft. in a plea of y^e.
Case & as p^o y^e Records of the last preceding Term of this Court at large appear.
And now comes into Court the s^d John Adams the p^olt. by his s^d Att^o - And
Solomon Boltwood who now allows himself to be y^e supposed Agent and Trustee
of the s^d John Willson by Simon Strong Gent^o his s^d Att^o comes here into this
Court and in behalf of the said John de^oforde & and says that the p^olt^o pro-
cep is bad and ought to be abated and dis^omiss^d because he says that the
only summons delivered to him the s^d Solomon in the service of the same
procep was directed to the said John Willson which ought not to have been
but the same ought to have been directed to him the s^d Solomon as to the
Agent and Trustee of him the said John Willson & in that he is on file.
The parties being fully heard on the foregoing plea and the dis^omiss^d being
seen and by the Justices now here fully understood & so much as it appears
to the s^d Justices that the s^d plea is sufficient. It is therefore considered
that the a^ofor^o John Adams by his plea & de^o have nothing and that
the said John Willson be therefore forever dis^omiss^d. And it is also considered
that

That the said Solomon Boltwood the agent ~~and~~ and Trustee of the s^d John Willson recover against the said John Adams Twenty two Shillings and Six pence lawful money allowed him by the Court for his Costs & Expenses in defending this s^d - The s^d John Adams by his s^d Att^r appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the s^d Adams' prosecuting his appeal with Effect as by s^d Recognizance on file appears -

Daniel Bridges of Greenwich in the County of Hampshire Yeoman appellant Bridges
Thomas Robinson of Hardwick in the County of Womester yeoman appellee Appl^r Robinson
as by y^e Records of the last Term it fully appears - The Appellant being now three times publicly called to come into Court and prosecute his appeal against the s^d Thomas is Nonjuit and the s^d Thomas likewise defaulted and the Action is accordingly dismissed -

John Dumbleton of Northampton in the County of Hampshire Labourer an Infant under the age of twenty one years who sues this Action by Tim Dwight Northampton afores^d Esq^r p^lt. vs George Kenfield lately of Belchen town in y^e same County yeoman def^t in a plea of the Case as by y^e Records of the last Term of this Court it fully appears - The p^lt. appears by Joseph Hawley Esq^r his Att^r - The def^t being three times publicly called makes Default of appearance in Court - It is therefore Considered by the Court that the s^d John suing in manner afores^d do recover against the s^d George Two pounds ten Shillings and ten pence one farthing lawful money Damages and Cost of Court taxed at one pound twelve Shillings and five pence Exⁿ in 17th May 1763.

Oliver Partridge of Hatfield in the County of Hampshire Esq^r and Sheriff of the said County p^lt. vs Asa Noble of Westfield in the same County Gent^l def^t in a plea that the def^t owes to the p^lt. Eighty pounds & as by the Records of the last Term it fully appears - The p^lt. appears - The def^t being three times publicly called to come into Court makes Default of Appearance - It is therefore Considered by the Court that the said Oliver do recover against the said Asa forty pounds Eighteen Shillings and eleven pence lawful money being y^e Chancery of the bond declared on Debt and Cost of Court taxed at One pound Seventeen Shillings and eleven pence - Exⁿ in 17th May 1763.

Ebenezer Pomeroy Gent^l and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Adm^r on the Goods and Estate of Elisha Pomeroy lately of the s^d Northampton Gent^l dec^d intestate p^lt. vs Titus Pomeroy of South Hadley in the same County yeoman def^t in a plea of the Case as it at large appears on Record of this Court at the last Term thereof - The p^lt. in this Case being three times publicly called are Nonjuit and the def^t in like manner defaulted - and the Action is accordingly dismissed -

Ebenezer Pomeroy Gent^l and Esther Pomeroy Gentlewoman next above named and Adm^r as afores^d p^lt. vs Titus Pomeroy afores^d def^t in a plea that the def^t owes to the p^lt. £242. 10. 8 lawful money & as is at large set forth on Record of this Court (together with y^e Subm^{ss}ion of the above named Parties) at the last Term thereof - The parties in this Case appear - And the Arbitrators chosen by the s^d Parties to arbitrate between them upon y^e several matters submitted as set forth on the Record afores^d Esq^r last Term now Report That to adjust and settle

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Pomeroy Adon-
Pomeroy
settle all Controversies & submitted as aforesaid. They award and determine that the S.
Administrators to have and recover of the S. Titus the Sum of £121. 5. 4 lawful
money Damages and Cost of Court upon the action of Debt aforesaid and Cost of
Arbitration being £4. 4. 2 - And the Report now made as aforesaid is accepted.
It is therefore Considered by the Court that the said Underes & Others in
their S. Capacity Forever against the S. Titus the Sum of one hundred
and twenty one pounds five Shillings and four pence lawful money
Damages and Costs of Court together with Cost of the Arbitration taxed
at five pounds Seventeen Shillings Nine pence. Ex. ii. 23. June 1763.

Pomeroy
at Al-
Lyman
Titus Pomeroy of South Haddley in the County of Hamphs. yeoman & pl^t
vs W^m Lyman of Northampton in the same County Gent^l and a Deputy
Sheriff the Deft. in a plea of Entry upon a Disseisin & as appears at large
on Record of this Court at the last Term thereof - The abovenamed Titus &
Others the pl^t being three times publicly called to come into Court are Non-
suit and the S. W^m likewise defaulted - And in like manner of several
Parties not heretofore named in the Records of this Term Who on Record of the
last Term next immediately succeeding of Submission of the abovenamed
Titus and William appear to have submitted all their demands to the
Arbitration there named were now severally called to come into this Court
but they do not appear -

Prince
Bull -
Prince a Negro free man one of his majesty's liege Subjects late of West^l in
the County of Hamphs. Labourer pl^t vs David Bull of Hartford in s^a County
of Hartford the Deft. in a plea of Trespass & as at large appears on Record of
this Court at the last Term thereof - The parties by their respective attorneys
agree here in this Court that the Case be continued until of next Term of the
said Court and it is continued accordingly -

Dewey
App^t
Phelps -
Thomas Dewey of Westfield in the County of Hampshire yeoman app^t vs John
Phelps of the same Westfield Gent. app^{ee} & as appears at large on Record of this
Court at the last Term thereof - And the said Parties now appear - And the S.
Thomas the appellant comes and moves that this process against him may
be quashed because of the Informality of the Judgment of the Justice before
whom the Case first heard & long whereas is sent up to this Court & which is
over ruled - And the Parties thereupon are at Issue on the original plea of J.
Deft. that he owes nothing & After a full hearing the Case was committed
to the Jury Mr. Phineas Newton foreman and fellows Who now return
their Verdict on Oath that they find for the appellee affirmation of the
former Judgment in part viz one pound 13/9 Damages and Cost of Courts -
It is therefore Considered by the Court that the first Judgment be affirmed in
part viz so far that the said John do recover against the S. Thomas
Thirty three Shillings and nine pence lawful money Damages and Cost of
Suit taxed at Two pounds Six Shillings - Ex. ii. 14th May 1763.

Partridge
Shelden
Oliver Partridge of Hatfield in the County of Hampshire Esq^r the Sheriff of the said
County pl^t vs Dan Shelden of Northampton in the same County Blacksmith Deft
in a plea of the Case wherein the pl^t demands Seven pounds 16/9 which the
Deft owed him on the first of March last for sundry Articles of Merchandise accord-
ing to the List on file &c - The pl^t appears - The Deft. being three times
publicly called to come into Court makes default in his appearance -

It is therefore considered by the Court that the s^d Oliver do recover against the said Dan seven pounds sixteen Shillings and nine pence half penny law^d any Damages and Cost of this Suit taxed at one pound 13/11 - Exⁿ is 2^d 17th May 1763.

Joseph Howard of Symbury in the County of Hartford in the Colony of Connecticut in New England Gent^e p^lt. vs Asa Noble of Westfield in the County of Hampshire Gent^e Def^t. in a plea of the Case for that s^d Asa at s^d Springfield on the first of July 1762 by his note for Value rec^d promised said Joseph to pay in nine pounds 5/ by the first of August then next with Interest for y^e same from the date till paid yet the s^d Asa tho^t often requested hath never perform^d his s^d promise but unjustly neglects it to y^e Damage of the s^d Joseph nine pounds - The p^lt. by John Phelps gent. his att^r appears - The def^t. tho^t three times publicly called to come into Court doth not come but makes default of Appearance - It is therefore considered by the Court that the s^d Joseph do recover against the s^d Asa seven pounds four Shillings and eight pence lawful money Damages and Cost of Court taxed at one pound fifteen Shillings and nine pence - Afterwards viz now at this Term comes here into this Court the s^d Asa by John Worthington Esq^r his att^r and appeals from y^e Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in and within the County of Hampshire on the fourth Tuesday of September next & the s^d John recognises with Sureties as the Law directs for his the s^d Asa's supporting his appeal with effect as by s^d Recognizance on file appears -

Josiah Parks of Westfield in the County of Hampshire yeoman p^lt. vs Benjamin Matthews of the same Westfield yeoman def^t. in a plea of the Case wherein the p^lt. demands forty three pounds which the def^t. on the Eleventh of August 1761 by his note promised the p^lt. by y^e first of January last past with Interest &c on file - The p^lt. appears by John Phelps gent. his att^r - The def^t. being three times publicly called makes default of Appearance in Court. It is therefore considered by the Court that the said Josiah do recover against the said Benj^m Twenty Six pounds seventeen Shillings lawful money Damages and Cost of Court taxed at one pound twelve Shillings & eleven pence. Exⁿ is 4th June 1763 -

Isaiah Smith of Suffield in the County of Hampshire yeoman p^lt. vs Ephraim Pelton of Blanford in the same County yeoman def^t. in a plea of the Case in which the p^lt. demands 66/ worth of merchantable wooden Ware which he on y^e 6th day of Nov^r 1762 by his note promised the p^lt. by y^e tenth of April then next but has never paid &c - The p^lt. by John Phelps gent. his att^r appears - The def^t. being three times publicly called makes default of Appearance in Court - It is therefore considered by the Court that the said Isaiah do recover against the s^d Ephraim three pounds six Shillings lawful money Damages and Cost of Court taxed at one pound fifteen Shillings & a penny

Josiah Raymond of Hadley in the County of Hampshire Cordwainer app^r vs Ezra May of Chesterfield in the same County ^{yeoman} app^r from the Judgment of Samuel Mather Esq^r of Northampton & at a Trial before him at his Dwelling house on the 17th day of March 1763 when and where the said Ezra was plaintiff and the said Josiah was def^t. in a plea of Trespass on the Case wherein the p^lt. complains that Whereas he on the second day of August last was possessed, at Hadley aforesaid of Two Sides of Tanned Sole Leather and four tanned Sheep Skins all of the Value of ~~the~~ forty Shillings as of his own proper goods and he being so thereof possessed Raymond app^r vs Ezra May

90 -
Raymond
app^r + u
May) then afterwards viz on the 20th day of August afores^d. The^r two Sides of tanned
Leather and the said four Sheep Skins out of his hands and Possession casually
lost all which Goods viz the said Sides of Sole Leather and the 4th Sheep Skins
afterwards viz on the 22^d day of February instant at Hadley afores^d into y^e hands
and Possession of the Def^t. earne Nevertheless he the Def^t knowing the said
Sides and Skins to be the Goods and Property of the p^lt. and of Right to
belong to him and contriving to defraud the p^lt. of the 4th Sides and Skins
hath not delivered to the p^lt. tho' often thereto requested but afterwards
viz on the 25th day of February last at the s^d Hadley converted & disposed
the said Sides and Skins to his the Def^t's own use and benefit to the
Damage of the s^d Ezra as he saith forty Shillings - At which s^d trial y^e
Def^t. pleaded that he was not guilty in manner and form as the p^lt. had
alleged &c & after a full hearing Judgment was rendered that the p^lt.
should recover of the Def^t. 16^s. Damages & Cost & from Which Judgment
the s^d Josiah appealed to this Court - And now the s^d Parties were here
and are at Issue on the plea afores^d After a full hearing the Case was
committed to the Jury Mr. Phineas Newton foreman and fellows who
return their Verdict on oath that they find for the Appellee affirmation
of the former Judgment being sixteen Shillings Damages and Cost of
Court - It is therefore considered by the Court that the s^d Judgment
of the s^d Justice is affirmed And that the s^d Ezra do recover against y^e
said Josiah sixteen Shillings lawful money Damages and Cost of
Court taxed at two pounds fourteen Shill. & two pence. Exⁿ is 30th June 1766.

William
Exⁿ 12
Marks William Williams of Pittsfield in the County of Berkshire Esq. Oliver Partridge
of Hatfield in the County of Hampshire Esq. Sheriff of the said County & Nath^l
Williams of Weston in the County of Middlesex yeoman Executors of the last
Will and Testament of William Williams late of s^d Weston Clerk Dec^d. p^lt. &
vs John Marks of Greenwich in the County of Hampshire yeoman Def^t. in
a plea that the Def^t. render to the s^d Exⁿ y^e p^lt. Sixty nine pounds 6^s 8 which y^e
Def^t. unjustly detain from the p^lt. and whereon they say that s^d John at said
Springfield on the eighth day of December 1756 by his bond under his hand &
Seal of that date in Court to be produced bound and obliged himself by y^e name
of John Marks of Greenwich & yeoman to the s^d William the Testator in the
Sum of sixty nine pounds 6^s 8 lawful silver money to be paid the s^d William
y^e Testator his Exⁿ & on Demand yet the Def^t. tho' often thereto requested never paid
the same to the said William the Testator while he lived nor hath he ever paid
the same to the p^lt. tho' often requested but unjustly neglects to do it to the damage
of the s^d Exⁿ as they say seventy pounds - The p^lt. by Daniel Jones Gent.
their Att^y appear - The Def^t. tho' three times solemnly called to come into Court
doth not come but makes default &c It is therefore considered by the Court
that the s^d W^m Oliver and Nathaniel in the Capacity afores^d do recover ag^t
the s^d John forty Pounds and five pence lawful money being the Chancery of y^e
said bond Debt and Cost of this Suit taxed at Two pounds Seventeen Shillings
and nine pence - After all which the Def^t. by Joseph Hawley Esq. his Attorney
comes into Court and appeals from the judgment of this Court to the Sup^r.
Court of Judicature & to be holden at Springfield within & for y^e County of
Hampshire on the fourth Tuesday of September next and he recognizes with
Sureties as the Law directs for the s^d John prosecuting his Appeal with Effect
as by s^d Recognizance on file appear -

Oliver Partridge of Hatfield in the County of Hampshire Esq. & the Sheriff of the said County plt. vs Nathaniel Gunn of Montague in the same County yeoman deft. in a plea of the Case wherein the plt. demands ten pounds 13^s which the deft. on the 1st day of December 1761 by his Note promised the plt. on demand with up & as file. The plt. appears by Daniel Jones Gent. his Att^y. - The deft. being three times publicly called makes default of appearance in Court. - It is therefore considered by the Court that the plt. do recover against the deft. five pounds four shillings and four pence lawful money Damages and Cost of Court taxed at two pounds two shillings and a penny -

Gilbert Deblois of Boston in the County of Suffolk merchant plt. vs Eleazer Burt of Northampton in the County of Hampshire yeoman deft. in a plea of the Case for that s^r Eleazer at s^r Northampton on the 30th of March last (Burt) paid the said Gilbert Eighty one pounds 8^{sh} lawful money for sundry Articles of Merchandize there before that time sold and delivered the s^r Eleazer according to the account on file and then & there he promised the plt. to pay in the same on demand yet tho' often requested the deft. hath never paid the same but neglects it to the plt.^s Damage £100. - The plt. by Daniel Jones Gent. his attorney appears. - The deft. tho' three times publicly called come into Court doth not come but makes default & - It is therefore considered by the Court that the s^r Gilbert do recover against the s^r Eleazer the sum of Eighty one pounds eight shillings and one half penny lawful money Damages and Cost of Court taxed at three pounds one shilling & seven pence. - After all which the deft. by Joseph Hawley Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and He recognises with Sureties as the Law directs for the s^r Eleazer his prosecuting the appeal with Effect as by y^r recognisance on file appears. -

Aaron Burt of Northfield in the County of Hampshire Trader plt. vs Israel Calhoun late of Walpole in the Province of New Hampshire yeoman deft. in a plea of the Case demanding £7. 7. which y^r Deft. on y^e 11th of February 1762 by his note promised y^e plt. or his order in three months & five pounds 5^s he promised by his other note of y^e same date on demand with up And also nineteen pounds 5^s to balance accounts & as on file fully appears. - The plt. by Daniel Jones Gent. his Att^y. Appears. - The deft. being three times called makes default of appearance in Court. - It is therefore considered by the Court that the s^r Aaron do recover against the s^r Israel thirty two pounds seventeen shillings and five pence half penny lawful money Damages and Cost of Court taxed at two pounds four shillings and three pence - Ex^{ra} is^d 13th June 1763.

Eleazer Burt of Northampton in the County of Hampshire yeoman plt. vs Israel Calhoun late of Walpole in the Province of New Hampshire yeoman deft. in a plea of the Case demanding several sums and deft. several notes and a balance of their accounts as by the Writ on file bearing date y^e 24th day of February last it is fully set forth. The plt. by Daniel Jones Gent. appears. - The deft. being three times publicly called makes default of appearance in Court. - It is therefore considered by the Court that the plt. do recover against the Deft. seventeen pounds seven shillings and seven pence lawful money Damages and Cost of Court taxed at one pound sixteen shillings and three pence - Ex^{ra} is^d 14th May 1763.

91
Insign
Phelps } Jacob Insign of Pittsfield in the County of Berkshire yeoman plt. vs Joseph Phelps
Junior of Belchenstown in the County of Hampshire yeoman deft. in a plea
of the Case demanding eight pounds which y^e s^d Joseph on the 5th of July 1762
by his note promised the s^d Jacob in three months but has not yet paid -
The plt. appear by Daniel Jones gent. The deft. being three times publicly
called makes default of appearance in Court. It is therefore Considered by the
Court that the plt. recover against the deft. eight pounds lawful money Dam^s
and Cost of Court taxed at forty five Shill^s & a penny - Ex^a n^o is^d 14th July 1763 -

Jones
in
Bartlett } Daniel Jones of Hadley in the County of Hampshire gent. plt. vs Nath^l Bartlett
of South Hadley in the same County yeoman deft. in a plea of y^e Case demanding
17/8 with the Interest due by y^e deft^s note of y^e 30th of August 1762 and also 54/0
Int^r Interest due by y^e deft^s note of the 8th of Feb^y last & as at large appear on file
The plt. appear - The deft. being three times publicly called makes default of
appearance in Court - It is therefore Considered by the Court that the plt. recover
against the deft. Three pounds thirteen Shillings and Eleven pence lawful money
Damages & Cost of Court taxed at one pound 16/11 - Ex^a n^o is^d 14th May 1763.

Church
in
Carver } John Church of Hatfield in the County of Hampshire gent. plt. vs Jon^a Carver of
Montague in the same County Gent. deft. in a plea of the Case for that y^e deft^s
at s^d Hatfield on the 21st of June 1760 by his note for Value rec^d promised y^e plt. to
pay him two pounds 16/5 on demand with the Interest till paid yet tho^o often
requested the s^d Jon^a hath never paid it but unjustly neglects to do it to the
Damage of the s^d John five pounds - The plt. by Daniel Jones gent. appear -
The deft. being three times publicly called makes default of appearance in Court
It is therefore Considered by the Court that the s^d John recover against the s^d
Jonathan Two pounds thirteen Shillings and four pence lawful money Dam^s
and Cost of Court taxed at one pound nineteen Shillings and eleven pence -
After all which y^e deft. by Charles Phelps gent. his Att^r. comes into Court & appeals
from the Judgment of this Court to the Superior Court of Judicature to be held
at Springfield within and for the County of Hampshire on the fourth Tuesday of
September next & he recognises with Sureties as the Law directs for y^e said
def^t prosecuting his appeal with Effect. as by s^d Recogⁿ on file appears -

Graves
in
Lord } Moses Graves of Hatfield in the County of Hampshire Gent. plt. vs James Lord
of Pittsfield in the County of Berkshire yeoman deft. in a plea of the Case for
Recovery of six pounds 17/3 due upon the deft^s note dated y^e 15th of Nov^r 1761
with y^e Interest & as on file it fully appears - The plt. by Dan^l Jones gent. appear
The deft. being three times publicly called makes default of appearance in Court -
It is therefore Considered by the Court that the plt. recover ag^t the deft. seven pounds
Eleven Shill^s & nine pence half penny lawful money Damages and Cost of Court
taxed at two pounds three Shill^s & nine pence - Ex^a n^o is^d 14th May 1763 -

Pomeroy
Adm^r
Nash } Ebenezer Pomeroy Gent. & Esther Pomeroy Gentlewoman both of Northampton in the
County of Hampsh^r. Adm^rs on y^e Goods & Estate of Elisha Pomeroy lately of y^e said
Northampton Gent^l dec^d intestate plt^s vs Timothy Nash of Shutebury in y^e same
County yeoman deft. in a plea that he owes to y^e plt^s eighty eight pounds 15/1
which he on the 26th day of May last by his bond obliged himself to them to
pay to them on demand & as y^e Writ appears - The plt^s by Joseph Hawley Esq^r
their Att^r appear. The deft. being three times publicly called makes default
of appearance in Court - It is therefore Considered by the Court that the plt^s
in their s^d Capacity recover ag^t the deft. forty seven pounds 8/4¹/₂ lawful money
being y^e Chancery & s^d bond debt & Cost of Court taxed at £1.13.3 - Ex^a n^o is^d 17th
May 1763 -

John Lyman of Hadley in the County of Hampshire Gent. plt. vs Nath^l Bartlet
South Hadley in the same County Sadler Deft. in a plea of the Case wherein the
Deft. demands 63 $\frac{1}{4}$ which the deft on the 26th of January last by his note promised
a plt. on demand with interest till paid but has not paid of same & as
file - The plt. by Joseph Hawley by his Att^r appears - The Deft. being three
times publicly called makes default of appearance in Court - It is therefore
considered by the Court that the plt. recover against the deft. three pounds
eighteen shillings and eleven pence three farthings lawful money Dam^t & Cost
Court taxed at one pound eleven Shill^{ings} & four pence. Ex^{is} 23^d June 1763.

Moses Bartlet of Ware in the County of Hampshire Cordwainer plt. vs Benj^m Bartlet
with yeoman and Edward Darnon Physician both lately of s^d Ware Deft^s
a plea that the deft^s render to the plt^r twenty six pounds 13 $\frac{1}{2}$ lawful
money which they owe to and detain from y^e plt. for that they on the third
day of Oct^r 1757 at Northampton s^d by their joint bond in Court to be
odued Dated y^e day and year last above^d bound themselves to the plt.
the said sum to be paid to the plt. on demand yet the deft^s tho' often
quested have not nor either of them paid the s^d sum to the plt. but they
holly deny to do it to his damage as he says Twenty seven pounds -
The plt. by Joseph Hawley by his Att^r appears - The deft^s tho' three times pub-
licly called to come into Court doth not come but makes default &
is therefore Considered by the Court that the plt. recover against the
deft^s five pounds ten shillings and four pence lawful money being the
remainder of the bond declared on debt and Cost of Court taxed at one pound 16 $\frac{1}{2}$ -
After all which the deft^s by Charles Phelps gent. their attorney come into this
Court and appeal from the Judgment of the said Court to the next Superior
Court of Judicature to be holden at Springfield for and within y^e County of
Hampshire on the fourth Tuesday of September next and he recognises with
Sureties as the Law directs for the deft^s prosecuting their appeal with
Cost as by s^d Recognisance on file appears -

Israel Richardson of New Salem in the County of Hampshire yeoman plt. vs Moses
Alvord lately of s^d Hadley in the same County yeoman deft. in a plea of the Case
wherein the plt. demands five pounds lawful money which y^e deft on the 15th of April
1762 by his note promised the plt. or his order within three months with lawful inter-
est to be as on file - The plt. by Simon Strong gent. his Att^r appears - The deft. being
three times publicly called makes default of appearance in Court. It is therefore
considered by the Court that the plt. recover against the deft. five pounds six Shill^{ings}
five pence lawful money Damages and Cost of Court taxed at one pound 19 $\frac{1}{2}$ -

Noadiah Lewis of Amherst in the County of Hampshire yeoman plt. vs Nathaniel
Sprout of Hardwich in the County of Worcester yeoman deft. in a plea of s^d Case
wherein the plt. demands four pounds 10 $\frac{1}{2}$ which y^e deft on the 22^d of June 1762 by his
note promised the plt. by the first of September then next with the Interest &
The plt. by Simon Strong Gent. his Att^r appears - The deft. being three times pub-
licly called makes default of appearance in Court - It is therefore Considered
by the Court that the plt. recover against the deft. four pounds fifteen Shilling^s
and five pence lawful money Damages and Cost of Court taxed at Two
Pounds one Shilling and seven pence like money
Ex^{is} 27th May 1763.

Q2-
William
or
Tutthill Joseph William of Amherst in the County of Hampshire yeoman plt. vs Ben-
Tutthill Tutthill of Montagu in the same County yeoman otherwise called Ben. Tutthill
Def. in a plea of the Case demanding forty eight shill which the deft. by his note
on the first of July last promised one Oliver Lovell to pay him or order within
six months with Interest afterwards till paid and the s. Oliver afterwards
of Content of y. note being wholly due ordered the payment thereof to be made
to the plt. which y. deft. hath never done & as on file - The plt. by Simon
Strong Gent. his att. appears The deft. being three times publicly called make
default of appearance in Court - It is therefore Considered by the Court that
the said Joseph recover against the s. Ben. Two pounds eight Shillings
three pence lawful money Damages & Cost of Court taxed at 4/9 - *Ex n. is. May 17th 63*

Chauncy
Esq. in
Ganfon Josiah Chauncy of Amherst in the County of Hampshire Esq. plt. vs In. Ganfon
of New Salem in the same County yeoman Def. in a plea of the Case for that s.
John at s. Amherst on the sixteenth of August 1762 by his note for Value rec.
promised s. Josiah to pay him two pounds 17/6³/₄ on demand with lawful
Interest for the same till paid yet the s. John tho' often thereto requested has
not paid the same or any part thereof but unjustly neglects it to the Damage
of the s. Josiah four pounds - The plt. by W. Strong his att. appears - The deft. tho'
three times publicly called to come into Court doth not come but makes default -
It is therefore Considered by the Court that the s. Josiah do recover against y.
s. John Two pounds Six Shillings and a penny one farthing lawful money
Damages & Cost of Court taxed at Two pounds 2/5 - After all which the s.
John by Charles Phelps Gent. his Attorney comes into Court and appeals from
the Judgment of this Court to the superior Court of Judicature & to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday of
September next and the s. Charles recognizes with Sureties as y. Law directs for
the s. John's prosecuting the appeal with Effect as by s. Recogⁿ on file appears -

Same
as
Last Josiah Chauncy of Amherst in the County of Hampshire Esq. plt. vs Abner Lee of
the s. Amherst yeoman Def. in a plea of the Case wherein the plt. demands Six
pounds 16/6 which the deft. on the 10th of August 1762 by his note promised y. plt.
on demand with up & as on file - The plt. by W. Simon Strong his att. appears -
The deft. being three times publicly called makes default of Appearance in Court -
It is therefore Considered by the Court that the s. Josiah recover against y. s. Abner
Seven pounds Two Shillings & four pence three farthings lawful money Dam. &
Cost of Court taxed at one pound 19/11 -

Smith
or
Dudley Martin Smith of Springfield in the County of Hampshire yeoman plt. vs
Dudley Silvanus Dudley of Stockbridge in the County of Berkshire yeoman Def. in a
plea of the Case demanding 55/3⁴/₈ for sundry Wares and merchandizes which
y. deft. rec. of y. plt. & as on file - The plt. by John Phelps gent. appears -
The deft. being three times publicly called makes default of Appearance in Court -
It is therefore Considered by the Court that the plt. recover against the deft.
fifty five shillings & three pence half penny lawful money Dam. & Cost of
Court taxed at one pound 19/6 *Ex n. is. May 14th 1763.*

Miller
or
Pilton Heber Miller of Springfield in the County of Hampshire yeoman plt. vs Ephraim
Pilton of Mansfield in the same County yeoman Def. in a plea of the Case for Re-
covery of Six pounds lawful money which the deft. on the 10th day of August 1762
by his note promised to one Nath. Pease or his Order by a certain day since past
with

with Use the Contents remaining wholly unpaid the s.^d Nathaniel has since orderd
be paid to the plt but the Deft has never done it & as on file fully appears -
the plt by John Phelps gent. appears - The deft being three times publicly called
makes default of appearance in Court. It is therefore Considered by the Court
that the plt. do recover against the deft. Six pounds five Shillings and five pence three
things lawful money Damages and Cost of Court taxed one pound 13/10
Ex^a is 14th May 1763 -

Laureus Hancket of Suffield in the County of Hampshire yeoman plt. v. Sam^l Cook
of Westfield in the same County yeoman deft. in a plea of the Case for that
said Samuel at^d Westfield on the fourth of June 1762 by his note promised the s.^d Cook
seven pounds 5/ in good white pine Shingles by the fourth of November then
past but has not yet paid - The plt. by John Phelps gent. appears - The deft. being
three times publicly called makes default of appearance in Court - It is there-
fore Considered by the Court that the plt. do recover against the deft. Seven
pounds five Shillings lawful money Damages & Cost of Court taxed at £1. 13. 9 -

Elijah Kent Gent. & Graves Loomis yeoman both of Suffield in the County of Hampshire
plt. v. Elijah Alvord of South Hadley in the same County yeoman deft. in a plea of the Case wherein they demand one hundred & eight pounds 16/ which y.^d deft. on the 26th of Aug^r 1761 by his note promised them in one week
with Interest & as on file - The plt. by Mr. Mosey Blis their atty appear - The
def. being three times publicly called makes default of appearance in Court.
It is therefore Considered by the Court that the plt. recover ag^t the deft. thirty
eight pounds eighteen Shillings & two pence lawful money Dam^s & Cost of Court
taxed at one pound thirteen Shill^s & three pence. Ex^a is 18th June 1763 -

John Townley of Hartford in the County of Hartford & Colony of Connecticut merch^t
plt. v. Elijah Alvord of South Hadley in the County of Hampshire yeoman deft. in a
plea of the Case wherein the plt. demand seven pounds 12/ which y.^d deft. on 9th
of Sept^r 1762 by four several notes of 38/ each promised y.^d plt. on demand with
interest & as is fully set forth on file - The plt. by Moses Blis Gent. his att^y appears.
The deft. being three times publicly called makes default of appearance in Court. It is
therefore Considered by the Court that the plt. do recover against the deft. the
sum of £7 lawful money Damages & Cost of Court taxed at £1. 19. 3.
After all which the deft. by Charles Phelps his att^y comes here into this Court
and appeals from the Judgment of the s.^d Court to the next Superior Court of
Judicature to be held at Springfield within and for the County of Hamp-
shire on the fourth Tuesday of September next & he recognizes with Sureties
as the Law directs for this s.^d Elijah's prosecuting his appeal with Effect as
by said Recognizance on file appears -

James Hooker of Windsor yeoman & Eunice Hooker of Hartford Gentlewoman both in
the County of Hartford & Colony of Connecticut Adm^{rs} on all the Goods & Chattels Rights & Credits
of Nathaniel Hooker late of s.^d Hartford dec^d intestate plt. v. Ephraim Kellogg
of Amherst in the County of Hampshire yeoman deft. in a plea of the Case for that
said Ephraim at^d Springfield on the Seventh day of July 1758 by his note for value
received promised the s.^d Nath^l then alive to pay him thirty seven pounds 11/ within
three months from the date thereof with the lawful Interest till paid yet s.^d Ephraim
never paid said Nath^l y.^d same or any part thereof tho' often requested while he
s.^d Nath^l was alive nor hath he paid y.^d same to the plt. or either of them since
s.^d Death of the s.^d Nath^l tho' by them often requested but he unjustly neglects to
do it to their Damage as they say fifty pounds - The

93-
Hooker
Admⁿ
Kellogg } The Plt^s by Moses Bliff Gent. their Att^r appear in Court - The def^t. tho' three times
solemnly called to come into Court doth not come but makes default &c - It is there-
fore Considered by the Court that the s^d. Administration do recover against the s^d.
Ephraim forty four pounds fifteen Shillings and two pence lawful money Dam^s.
and Cost of Court taxed at Two pounds two Shillings and a penny - After all
which the s^d. Ephraim by Simeon Strong Gent. his att^r comes into Court & appeals
from the Judgment of this Court to the Superior Court of Judicature to be held
at Springfield for and within the County of Hampshire on the fourth Tuesday
of September next and he recognizes with Sureties as the Law directs for the s^d.
Ephraim's prosecuting the appeal with Effect as by s^d. Recogⁿ on file appears -

Same
ag^t
Joel
Kellogg } James Hooker of Windsor &c as above described yeoman and Eunice Hooker nee
aforenamed Gentlewoman Admⁿ of the Goods &c of Nathaniel Hooker afores^d.
Dec^d. Plt^s vs Joel Kellogg of Hadley in the County of Hampshire yeoman def^t.
in a plea of the Case wherein they demand twenty two pounds 15^s. which the
def^t. on the 3^d. of August 1757 by his note promised the s^d. Nath^l then living to
pay him within a month & the Interest but has never paid The same &c -
The pl^t by Mr. Bliff Gent. their Att^r appear - The def^t. being three times publicly
called makes default of Appearance in Court - It is therefore Considered by y^e.
Court that the s^d. Administration recover against the s^d. Joel thirty pounds twelve
Shillings and two pence lawful money Damages and Cost of Court taxed at
Two pounds one Shilling and three pence - Ex^h in^o 14th May 1763 -

Same
ag^t
Woodbridge } James Hooker of Windsor in the County of Hartford in the Colony of Connecticut yeoman.
Eunice Hooker of Hartford in y^e same County Gentlewoman Admⁿ of all the Goods
&c of Nath^l. Hooker late of s^d. Hartford Gent^l. dec^d. intestate pl^t vs Dr. Woodbridge
Juni^r of South Hadley in the County of Hampshire Gent^l. def^t. in a plea of the Case for
that s^d. John at s^d. Springfield on the 16th of August 1762 by his note for Value received
promised the s^d. Nath^l then living to pay him twenty eight pounds 2^s 6^d within
three months from the date thereof with lawful Interest therefor till paid yet s^d.
John tho' often thereto requested never paid the same to the s^d. Nath^l while he liv^d.
nor to the s^d. Admⁿ. y^e. pl^t. or either of them since his death but he unjustly
neglects to pay them y^e same to their damage as they say thirty two pounds -
The pl^t by Moses Bliff Gent. their Att^r appear - The def^t. being three times pub-
licly called makes default of Appearance in Court - It is therefore Considered
by the Court that the s^d. James and Eunice in s^d. Capacity do recover against y^e.
s^d. John Twenty nine pounds Seven Shillings and nine pence half penny lawful
money Damages and Cost of this Suit taxed at one pound 19^s 5^d -
After all which the said John by Cornelius Jones Gent. his att^r comes into Court &
appeals from the Judgment of this Court to the Superior Court of Judicature to
be holden at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next and he recognizes with Sureties as the Law directs
for the said s^d. John's prosecuting his appeal with Effect as by s^d. Recogⁿ on file appears.

Warner
or
Woodbridge } Ebenezer Warner late of Springfield in the County of Hampshire now resident in
Danvers in the County of Essex yeoman pl^t. vs John Woodbridge Juni^r of South Hadley
in the County of Hampshire Gent^l. def^t. in a plea of the Case for that s^d. John at said
Springfield on the 30th of August last was justly indebted to the s^d. Ebenezer in y^e.
Sum of four pounds for a Case of Drawers then and there sold by y^e. s^d. Ebenezer to y^e.
said John at his request according to the amount on file & the s^d. John in Confi-
dession

deration thereof upon himself assumed and to the s^d Ebenezer faithfully promised
pay him the same on demand yet tho' often requested the said John hath never
id the same or any part of it but he unjustly neglects it to the Damage of the
Ebenezer five pounds - The parties by their Attornies viz the plt. by Mr. Bliss &
Deft. by Mr. Corn^d Jones come into this Court and mutually agree that the Case
continued to y^e next Term of the Court & the plt. first agreeing & consenting
take fees for travel at one Term only in Case he should finally recover, and the
ft. also agreeing in like manner on his part And the Action is accordingly
ntinued to the s^d next Term of the Court

Ebenezer Warner late of Springfield in the County of Hampshire now of Danvers in
the County of Essex yeoman plt. vs Ebenezer Hitchcock Jun^r yeoman and Sarah his
ife late Sarah Williston both of s^d Springfield deft. in a plea of the Case wherein
plt. demands four pounds 4^d which the s^d Sarah on the first day of May last past
ed the plt. for a Case of Drawers which he sold and delivered her at her request she
ing at that sole and unmarried and which she promised to pay him on demand
as if of Wit appears - The plt. by Mr. Bliss his Att^r appears - And the deft.
Cornelius Jones Gent. their Att^r come here into this Court & Confess Judgment
y^e sum demanded & Cost of the Suit the plt. first agreeing to stay Exⁿ on of
Judgment for three months - It is therefore Considered by the Court that the
ft. do recover against the deft. four pounds four Shillings and eight pence lawful
any Dam^t & Cost of Court taxed at three pounds one Shilling & Eleven pence.

Uljah Kent of Suffield in the County of Hampshire Gent. plt. vs Ebenezer Taylor of Spring-
field in the s^d County yeoman deft. in a plea of the Case for that s^d Ebenezer at said
Springfield on the 20th of December last by his note for Value rec^d promised s^d Uljah
pay him 20^s on demand with up till paid and also for that if deft. then & there by
other note of the same date for Value rec^d promised the plt. to pay him 20^s 6^d on
demand with up till paid yet tho' often requested has never performed his said
omises but unjustly neglects it to the Damage of the plt. Three pounds -
The plt. by Mr. Bliss his attorney appears - The deft. being three times publicly called
come into Court makes default of appearance here - It is therefore Considered
y the Court that the plt. do recover against the deft. Two pounds seven Shillings
and three pence half penny lawful money Damages & Cost of Court taxed at one
ound Twelve Shillings and three pence - After all which the deft. by Cornelius
Jones Gent. his Att^r comes into Court and appeals from the Judgment of this
Court to the Superior Court of Judicature to be holden at Springfield within
nd for the County of Hampshire on the fourth Tuesday of September next &
recognizes with Sureties as the Law directs for the s^d Ebenezer his prosecuting
in Appeal with Effect as by s^d Recognizance on file appears -

Joseph Pease of Suffield in the County of Hampshire yeoman plt. vs James Richards (Pease
& Springfield in s^d County yeoman in a plea of the Case wherein the plt. demands
0^s 10^d which the deft. on the 22^d of February last by his note promised the plt. on
demand with Interest till paid but has not paid if as one &c The plt. by Mr. Bliss
is Att^r Appears - The deft. being three times publicly called makes default of appear-
ance in Court - It is therefore Considered by the Court that the plt. do recover ag^t if
deft. Two pounds fourteen Shillings and Two pence three farthings lawful money
Damages and Cost of Court taxed at one pound twelve Shillings & three
pence the may have his Exⁿ thereof -

Exⁿ is 18th June 1763 -

94
Woodbridge
Day - Timothy Woodbridge of Strickbridge in the County of Berkshire plt. vs Samuel Day of Springfield in the County of Hampshire Gent. deft. in a plea of the Case wherein the plt. demands four pounds 10s. which the deft. on the first of Sept. 1760 by his note promised the plt. within one year together with the lawful Interest &c as on file fully appears. The plt. appears by Mr. Bliss his Att. - The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. do recover against the Deft. five pounds four shillings and four pence half penny lawful money Damages & Cost of Court taxed at two pounds four shillings & Eleven pence. Ex^{ra} is. 2^d June 1763 -

Warner
Giles Jonathan Warner of Hadley in the County of Hampshire yeoman plt. vs John Giles of New Salem in the same County yeoman deft. in a plea of the Case for that the deft. at s. Hadley on the 19th of July last by his note for Value rec^d promised the plt. to pay him or his order two pounds 9s in three months from the date of said note with the lawful Interest thereof till paid yet tho' often requested he has not paid it which is w^y Damage of the plt. four pounds. The plt. by Mr. Charles Phelps his Att. appears. The deft. being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the plt. do recover against the Deft. two pounds Eleven Shill. and ten pence lawful money Damages & Cost of Court taxed at one pound nineteen shillings and five pence. After all which the deft. by Simon Strong Gent. his attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and heretofore with Sureties as the Law directs for the s. John's prosecuting the appeal with Effect as by s. Recognizance on file appears -

Powers
Marks Nathur Powers late of Greenwich in the County of Hampshire yeoman plt. vs John Marks of the same place yeoman deft. in a plea of the Case wherein y^r plt. demands seven pounds four shill. & 10. which the deft. on the 13th of March 1762 by his note promised the plt. or his order by the first of Nov. then next with up &c as on file appears. The plt. by Mr. Charles Phelps his Att. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the deft. seven pounds thirteen shillings & five pence half penny lawful money Damages & Cost of Court taxed at one pound nineteen shillings & three pence.

Henry
Bartlett James Henry of South Hadley in the County of Hampshire yeoman plt. vs Nath^l Bartlett of the same place Yeoman deft. in a plea of Case wherein y^r plt. demands Eleven pounds 17s. which y^r deft. by six notes dated 4th of August 1761 each for 39/6 promised y^r plt. on demand with up also 49s which y^r deft. on 22^d of May 1762 by his note promised the plt. on demand with up &c as is fully set forth in y^r Writ on file. The plt. by Mr. Charles Phelps his Att. appears. The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the deft. fifteen pounds thirteen shillings and eight pence half penny lawful money Damages and Cost of Court taxed at one pound 12/10. Ex^{ra} is. 23^d June 1763 -

Patterson
Clark John Patterson of Greenwich in the County of Hampshire yeoman plt. vs Isaac Clark late of Hardwick in the County of Worcester yeoman deft. in a plea of the Case wherein y^r plt. demands 38s. which y^r deft. on the 29th of May 1760 by his note promised y^r plt. by the first of August then next with up &c as on file. The

The plt. by Charles Phelps gent. his Att^r appear - The Def^t. being three times
publicly called to come into Court make default of appearance here - It is
therefore considered by the Court that the plt. recover against the def^t.
four pounds four Shillings and Eleven pence half penny lawful money
am^d Cost of Court taxed at one pound 19/3. Ex^{hib} 1st July 28th 1763

Luke Bliss gent. & Lewis Bliss Gent both of Springfield in the County of Hampshire
dm^r on the Estate of Luke Bliss the Elder of Springfield Gent. late dec^d plt^r or
Moor y^r 2^d of Palmer in s^d County yeoman def^t in a plea of the Case for y^r {Bliss's
recovery of four pounds 11^s which y^r def^t owed y^r s^d Luke dec^d by book & as on file. {Adm^rs
re plt^r by Mr. Moses Bliss their attorney appear - The def^t. being three times
publicly called makes default of appearance in Court. It is therefore considered
the Court that the s^d Administration recover against the s^d John four
pounds one Shilling & a penny lawful money Dam^s Cost of Court taxed at

Samuel Colton the Secord of Springfield in the County of Hampshire yeoman
or James M^r Clister of Infield in the same County yeoman def^t in a plea of {Colton
the Case for that whereas on the 20th of January 1761 at said s^d Springfield the said {or
Samuel was possessed of a Negro Woman Servant for Life of the price of forty pounds
which he was desirous to sell and dispose of to profit which the said James well
knew and whereas the said James then had a quantity of Deers Leather at
Albany which he wanted to have conveyed home to his house in s^d Infield and for
that purpose had the same day contracted with and hired one Thomas Abbee of s^d
Infield to go to s^d Albany and bring down s^d Leather in his Slay for a certain price
agreed between themselves the s^d James minding to lessen to himself the Expence
of the s^d Journey and the Conveyance of his s^d Leather and wickedly contriving to
fraud and deceive the s^d Samuel and to induce him to contribute to the defraying
the Charge and Expence of the s^d Abbee's journey and to injure and hurt the s^d Samuel
with regard to a profitable Disposition of his s^d Servant did afterwards viz y^r same
twentieth day of January wickedly and falsely affirm and declare to the said
Samuel that he the s^d James had bargained and sold the said Servant of the said
Samuel to one Major Mathews of the Colony of New York for forty seven pounds New
York Money which is equal to thirty five pounds 5^s lawful money of this Province that
he had rec^d from s^d Mathews in part payment of the purchase of s^d Servant a pro-
visionary note under hand of Shabael Geer Jun^r of said Infield payable to s^d Mathews
for a very considerable Sum that he had agreed the said Servant should be delivered to
one Corner a Taverner in the City of Albany afores^d for s^d Mathews & that s^d Corner in
behalf of s^d Mathews would pay the residue of the s^d price of s^d Negro beside y^r contents
of s^d note of s^d Geer on the Delivery of her at his house & further to induce the s^d Samuel
to give full credit to the falsehood afores^d the s^d James then & there produced & shew to y^r
Samuel a note under hand of s^d Shabael Geer payable to s^d Mathews for a very
considerable Sum which note he then and there declared to s^d Samuel he had rec^d of said
Mathews in part pay for s^d Servant in behalf and for the Use of s^d Samuel and said
James then and there requested said Samuel to send his s^d Servant by s^d Abbee in his
aid Slay to s^d Corner and that he would pay part of the Expence of the s^d Journey
and s^d James then & there promised s^d Samuel if he w^d do he should receive y^r whole
benefit of s^d bargain and said Samuel says that giving full credit to the s^d James &
confiding in his Declarations and promise afores^d he then and there paid fifty Shill^s
in part of the Expence of the said Abbee's journey afores^d in order to have his s^d Servant
conveyed by s^d Abbee to s^d Corner and that he then and there sent his s^d Servant by s^d
Abbee

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Colton
M. C. L. 1762
Abbee to Albany to be delivered to said Conner in full expectation of receiving from him agreeable to James' Declaration afores. what remained of y^e price of s^d Servant as afores. deducting therefrom the Contents of s^d note And s^d Samuel further says that s^d Abbee then conveyed s^d Servant to Albany & offered her to s^d Conner & that s^d Conner then utterly refused to receive her or to pay any thing for her or towards the pretended bargain afores. And s^d Samuel further says that all the Declarations afores. of the s^d James respecting the bargain and sale of the s^d Negro Servant were altogether false and that the s^d James never bargained or sold the p^lt^e Servant afores. to s^d Mathews nor ever rec^d the s^d note of s^d Geis from s^d Mathews in part pay for s^d negro as he declared as afores. but that he rec^d y^e same of s^d Mathews only to collect & receive the Contents thereof of s^d Geis for the use of s^d Mathews or to return the same note to him again And s^d Samuel says that altho' he sent his said Servant to s^d Albany at the Expence afores. and offered her to s^d Conner agreeable to the pretended bargain afores. he hath never rec^d of the said Conner or any one else one penny towards paying the price afores. nor hath the s^d James ever delivered to the p^lt^e the s^d note afores. said Geis nor ever suffered him to have the benefit thereof or to receive y^e Contents or any part thereof and that being disappointed and deceived by the false Declarations of s^d James & frustrated of the bargain afores. as afores. he the p^lt^e was obliged to sell his s^d Servant at said Albany for twelve pounds lawful money only all which is to the Damage of the s^d Samuel Thirty pounds - The parties appear - & The Deft. by Com^r Jones Gent. his Att^r defends and pleads and says that he is not guilty in manner and form as the p^lt^e hath in his Declaration alledged and thereof put himself on the Country - And the p^lt^e by Worthington & Hawley Inf^r likewise doth y^e same - The Evidence on both sides in this Case being produced & heard & the pleas being also fully heard ^{all things} & decided The Case was committed to the Jury M^r Phineas Newton foreman and fellows Who afterwards now at this same Term return their Verdict on oath that they find for the p^lt^e Twenty pounds Damages & Cost of Court. It is therefore Considered by the Court that the said Samuel do recover against the s^d James Twenty pounds lawful money Damages and Cost of this Suit taxed at three pounds fourteen Shillings and four pence. The deft. by his s^d Att^r appeals from the Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next Who recognizes with Sureties as the Law directs for y^e said James' prosecuting the appeal with Effect as by s^d Recognizance on file appears.

Nichols
Carpenter
Jabez Nicholl of Brimfield in the County of Hampshire yeoman p^lt. in Deliverance Carpenter of s^d Brimfield yeoman doth in a plea of the Case for that the deft. at said Brimfield on the 10th of Dec^r 1762 by his note for Value rec^d promised the p^lt. to pay him Seven pounds lawful money within three months with the Interest afterwards till paid yet the deft. tho' often requested hath not paid the same but unjustly neglects it to the Damage of the p^lt. nine pounds - The p^lt. by Sam^l Danielson gent. appears - The deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that the said Jabez do recover against the s^d Deliverance Seven pounds one Shilling & four pence & lawful money Dam^s & Cost of Court taxed at one pound eighteen Shillings and nine pence. After all which the deft. by M^r Worthington by his Att^r comes here into this Court & appeals from y^e Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield within & for the County of Hampshire on the fourth Tuesday of September next And he recognizes with Sureties as the Law directs for the s^d Deliverance' prosecuting y^e appeal with Effect as by s^d Recognizance on file appears -

Nathaniel Dwight of Belcherstown in the County of Hampshire Gent. and an Under-
Sherriff of Oliver Partridge Esq. Sherriff of the said County Plt. vs Caleb Clark of the same
Belcherstown yeoman deft. in a plea of Trepass whereon the Plt. complains that y^e Dwight
Clark
Plt. on the first day of March 1762 with force and arms & his the pl^t. Cope called
at^d Dwight: Second Purchase at Belcherstown afores^d broke and the Trees of him
the pl^t. to wit thirty nine Trees to the Value of sixteen pounds there lately growing
down took and Carried away and other outrages then and there did to the
to the Great Damage of the Plt. and against the King's peace which is to the
Damage of the Plt. Twenty five pounds - The parties come into this Court in
their proper persons - And the deft. by John Worthington Esq. his att^r. defends and
savs and says that he is not guilty in manner and form as the pl^t. in his
Declaration has alledged and therof puts himself on the Country - And the
Plt. likewise doth the same - The Evidence in this Case being produced and
read & the Parties fully heard thereon the Case was committed to the Jury Mr.
Nicholas Newton foreman and fellows who afterwards viz now at this same
Court return their Verdict therein that is they on their oaths find for the pl^t. three
pounds Damages and Cost of Court - It is therefore Considered by the Court that the
aid Nathaniel recover against the s^d Caleb Three pounds lawful money Dam-
age and Cost of Court taxed at four pounds nine Shillings and four pence like-
money - The deft. by his s^d att^r. appeals from the Judgment of this Court to the
Superior Court of Judicature & to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next and he recognizes
with Sureties as the Law directs for the deft^r. prosecuting the appeal with Effect
as by the recognizance on file appears - And the Plt. also appeals from the said
Judgment now rendered as afores^d to the same Superior Court to be held as afores^d
and recognizes with Sureties according to Law to prosecute the appeal with
Effect there as may also be seen on file

Charles Phelps of Hadley in the County of Hampshire Esq. pl^t. vs Ebenezer Kellogg of
Amherst in the same County Junior yeoman deft. in a plea of the Case for that the deft.
vs^d Hadley on the 24th of Jan^y 1760 by his note for Value rec^d. promised the pl^t. to pay Phelps Esq
Kellogg
him four pounds 10^s lawful money in a year from that time and the Interest till
aid yet tho^s. often requested the deft. hath not paid the Contents of s^d. Note or any part
thereof but unjustly neglects to do so to the pl^t. Damage Six pounds. The pl^t. appears
and the deft. by Simon Strong Gent. his att^r. comes into Court and defends and so forth
and says that the pl^t. Writ is bad and ought to be abated because he says the pl^t.
proper addition is not given him therein for that the Plt. is called therein Charles
Phelps of Hadley & Esq. Whereas he ought to have been called Charles Phelps of Hadley
Gent. all which s^d. Ebenezer is ready to verify wherefore he prays Judgment of said
Court that the same may be abated - Thereupon the premises being seen & by 3 Justices
now here fully understood it appears to the s^d. Justices that the afores^d Charles the pl^t.
with not his proper addition in afores^d Writ of the s^d. Charles And the s^d. Justices are
of opinion that the s^d. Writ ^{ought to} be quashed & It is therefore Considered that the afores^d Writ
be quashed and that if deft. from y^e afores^d plea of s^d. Charles be forever dismissed & it
is also Considered that the s^d. Ebenezer recover against s^d. Charles Phelps of Hadley Gent. 16^s.
allowed him by the Court for his Costs & Expenses in defending this Suit & The pl^t. appeals
from y^e Judgment of this Court to the Superior Court of Judicature & to be holden at Spring-
field within and for the County of Hampshire on the fourth Tuesday of September
next & he recognizes with Sureties as the Law directs to prosecute his appeal with
Effect - As by s^d. Recognizance on file appears -

96.
Loomis
or
Spelman } James Loomis of Westfield in the County of Hampshire yeoman plt. v. Tho^s Spelman
of Granville in the same County yeoman def. in a plea of the Case for that s^d Thomas
at said Granville on the tenth of May 1762 by his note for Value rec^d promised
one Samuel Bebee to pay him or his order three hundred and fifty feet of Ware
meaning Wooden Ware which the plt. avers to be worth three pounds 10^s lawful
money by the 10th day of November then next and afterwards viz on the ninth of
April last the s^d Samuel by his indorsement on s^d note with his own hand sub-
scribed ordered the Contents of s^d note then wholly unpaid to be paid to the s^d James
or order of all which the s^d Thomas there on the 13th of April afores^d had notice and so
became liable to pay the same to s^d James and accordingly then and there pro-
mised s^d James to pay him the same according to the tenor of s^d note yet the s^d
Thomas altho often requested has not paid s^d Ware or any part thereof tho the plt.
avers that he has been w^{re} ready to receive the same but he wholly neglects to do it
to the damage of the said James four pounds. The plt. by John Phelps Gent. his
Att^r appears. And the def. by Cornelius Jones Gent. his Att^r comes into Court and
defends and for plea saith that he never promised in manner and form as of
plt. in his Declaration hath alledged and thereof puts himself on the Country
and the plt. likewise doth the same. The Evidence having been produced in this
Case and read After a full hearing of the parties the Case is Committed to ^{the} Jury Mr
Phineas Newton foreman and fellows Who return their Verdict moath that they
find for the plt. Three pounds 10^s money Damages and Cost of Court. It is therefore
Considered by the Court that the s^d James do recover against the s^d Thomas Three
pounds ten Shillings lawful money Damages and Cost of Court taxed at three
pounds Seven Shillings and Ten pence. The def. by his s^d Att^r appeals from the
Judgment of this Court to the Superior Court of Judicature to be holden at Spring
field within and for the County of Hampshire on the fourth Tuesday of September
next and he recognises with Sureties as the Law directs for the s^d Thomas his
prosecuting the Appeal with Effect as by s^d Recognisance on file appears.

Morley
or
Shelden } John Morley of Westfield in the County of Hampshire Gent. plt. v. Ebenezer
Shelden of Barnardston in the same County Gent. def. in a plea of the Case wherein
the plt. demands Twenty five pounds 15^s which the def. on the fourteenth of August
last by his note promised the plt. to pay him or order on demand with use but has
not paid &c. The plt. by John Phelps Gent. appears. The def. being three times publicly
called makes default of Appearance in Court. It is therefore Considered by the
Court that the said John Morley do recover against the s^d Ebenezer Twenty Six
pounds eighteen Shillings and ten pence lawful money Damages and Cost of Court
taxed at one pound nineteen Shillings and Seven pence. Ex^{te} v. 14th May 1763.

Russell
or
Graxfield } Adonijah Russell of Brimfield in the County of Hampshire yeoman plt. v. Sam^l
Graxfield Jun^r of the district of Spencer in the County of Worcester Yeoman def. in a
plea of the Case wherein the plt. demands 40^s which s^d def. on the 22^d of March 1762
by his note promised the plt. within six months with up^d which he has not paid.
The plt. by T^hos^s Darnel for gent. appears here in Court. The def. being three times
publicly called makes default of appearance in Court. It is therefore Considered
by the Court that the s^d Adonijah do recover against the said Samuel forty two
Shillings and eight pence half penny lawful money Damages & Cost of Court
taxed at forty Shillings & Eleven pence. Ex^{te} v. 2^d June 1763.

Sherman
or
Marry } James Sherman of Brimfield in the County of Hampshire yeoman plt. v. Elijah
Marry of Sturbridge in the County of Worcester Innholder def. in a plea of the
Case

Cash for that the debt at s^d Springfield on the 22^d of January last by his note for Value received promised the plt to pay him Twelve pounds 6^d lawful money on demand {Sherman or Mary
the Interest for the same till paid yet the debt. tho' often requested hath not
aid the same but unjustly neglects to do it to the Damage of the s^d Jarner four
pounds - The plt. by Mr Timothy Danielson his Att^r appears - The debt
being three Times publicly called makes default of appearance in Court
It is therefore Considered by the Court that the plt. do recover against the debt.
Nine pounds ten Shilling and eight pence one farthing lawful money Damages
and Cost of Court taxed at one pound nineteen Shilling & nine pence -
The Debt afterwards now at this same Term by John Worthington Esq^r his Att^r
comes into Court and appeals from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield within and for the County of Hamp-
shire on the fourth Tuesday of September next and he recognises with Sureties as
the Law directs for the s^d Debt^r prosecuting the appeal with Effect there as by
his Recognizance on file appears -

James Sherman of Brimfield in the County of Hampshire yeoman plt. vs Henry Jarner
of Starbridge in the County of Worcester yeoman debt. in a plea of the Case {Jarner
herein the Plt. demands four pounds 17^s 6^d which y^e debt. on the 8th of March last by his
note promised to the Plt. on demand with use but has not paid &c. The plt. by Timothy
Danielson gent. his Att^r appears. The debt. being three times publicly called makes
default of appearance in Court. It is therefore Considered by the Court that y^e plt.
do recover against the debt. four pounds eighteen Shilling and six pence lawful money
Damages & Cost of Court taxed at Two pounds One penny. Ex^r is^d June 2^d 1763.

Benjamin Pomeroy of Northampton in the County of Hampshire Gent^l and Esther Pomeroy
of the said Northampton Gentlewoman Adm^r on the Estate of Elisha Pomeroy late
of Northampton afores^d Gent^l dec^d intestate plt^s vs Simon Crowfoot of Pittsfield in
the County of Berkshire yeoman debt. in a plea of the Case for that the debt. at
s^d Northampton on the 24th of March 1752 by his note for Value rec^d promised
he said Elisha then living to pay him the Sum of two pounds 9^s 11^d on demand
with Interest till paid yet tho' often requested the said Simon never paid the
same to the said Elisha while he lived nor hath he ever paid the same to y^e said
Adm^r since the death of the s^d Elisha tho' by them often requested but he neglects
to the their Damage in the s^d Capacity Six pounds - The Parties above named come
here into this Court and mutually agree that this Action should be Continued
until the next Term of the Court & It is Continued accordingly -

William Eastman of South Hadley in the County of Hampshire Trader plt. vs Eleazer
Pomeroy of Northfield in the same County Sadler debt. in a plea of the Case wherein {Eastman or Pomeroy
the Plt. demands eight pounds 16^s 0^d. which the debt. on the 2^d day of May 1762 by
his note promised one Joseph Root to pay him or his order on demand with use who
afterwards ordered the contents of y^e note (wholly due) to be paid y^e debt. & as on file.
The Plt. by Daniel Jones Gent. appears. The Debt being three times publicly called
makes default of appearance in Court. It is therefore Considered by the Court
that the plt. do recover against the debt. Nine pounds Eleven Shilling & one penny
lawful money Damages and Cost of Court taxed at two pounds 1^s 11^d. Ex^r is^d May 1763.

Noah Fuller of Farmington in the County of Hartford in the Colony of Connecticut {Fuller
yeoman plt. vs John Butler late of Stafford in the County of Hartford afores^d yeoman {Butler
debt. in a plea of the Case for that the debt. at s^d Springfield on the third of February
1762 by his note for Value rec^d promised s^d Noah to pay him nine pounds 11^s lawful
money

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Fuller
or
Butler } money by the first of May then next yet s^r John tho' often requested hath not to
this day paid the same but unjustly neglects it to the Damage of the s^r Noah
Twelve pounds - The Plt. by Moses Bliss Gent. his Att^r appears here - The deft.
being three times publicly called makes default of Appearance in Court -
It is therefore Considered by the Court that the s^r Noah do recover against y^e
s^r John nine pounds eleven shillings, lawful money Damages and Cost of Court
taxed at Two pounds three Shillings and a penny - After all which the deft.
comes into this Court and appeals from the Judgment of the s^r Court to the
next Superior Court of Judicature to be holden at Springfield within and
for the County of Hampshire on the fourth Tuesday of September next & he recog-
nizes with Sureties as the Law directs to prosecute his appeal with Effect as
by s^r Recognizance on file appears -

Pratt
or
Smith } John Pratt of Somers in the County of Hampshire yeoman Plt. vs Matthias Smith
lately of Springfield in the s^r County Sadler deft. in a plea of the Case wherein the
Plt. demands Seven pounds 5^s 6^d in the balance of their Accounts as is fully set forth
in y^e Whit on file bearing Date y^e 15th of April last to which the plt. avt is annexed - The
Plt. by Mr. Cornelius Jones his att^r appears - The deft. being three times publicly called
makes default of Appearance in Court - It is therefore Considered by the Court that
the plt. recover against the deft. Seven pounds five Shillings and Six pence lawful
money damages & Cost of Court taxed at one pound 14^s 9^d.

Caper
or
Severance } Samuel Caper of Palmer in the County of Hampshire yeoman plt. vs In. Severance
of Bernardston in the s^r County Yeoman deft. In a plea of the Case for that the deft. at
aplace called falltown in Palmer agrees^d on the 4th of August 1761 by his note for Value
rec^d promised the plt. to pay him ten pounds by the first of May then next yet tho'
often requested the deft. hath not performed s^r promise but unjustly neglects it to y^e
plt's damage Twelve pounds - The plt. by Cor^r Jones Gent. his Att^r appears -
The deft. being three times publicly called makes default of Appearance in Court -
It is therefore Considered by the Court that the s^r Samuel do recover against the
s^r John Eight Pounds two Shillings, lawful money Damages & Cost of this Suit taxed
at Two pounds two Shillings & Eleven pence - After all which the s^r John by
Joseph Hawley Esq. his att^r comes into Court and appeals from the Judgment of
this Court to the Superior Court of Judicature to be holden at Springfield in &
for the County of Hampshire on the fourth Tuesday of September next and the s^r
Att^r recognizes with Sureties as the Law directs for the said John's prosecuting y^e
appeal with Effect as by said Recognizance on file appears -

Cooper
Woodbridge
or
Sun } Enock Cooper of Springfield in the County of Hampsh^r yeoman plt. vs Sam. Woodbridge
Sun^r of South Hadley in y^e s^r County Gent. deft. in a plea of the Case for that y^e deft. at
Springfield on the 27th of Feby 1762 by his note for Value rec^d promised the plt. to
pay him three pounds by the first of June then next the deft. tho' often requested hath
not paid the same but unjustly neglects it to y^e plt's Damage four pounds -
The plt. by Cor^r Jones Gent. his Att^r appears - The deft. being three times publicly called
makes default of appearance in Court - It is therefore Considered by the Court that
the plt. do recover ag^t y^e deft. three pounds lawful money Damages & Cost of Court taxed
at one pound Eleven shillings and two pence. The deft. after all this comes here into
this Court by John Worthington Esq. his att^r and appeals from the Judgment of the
s^r Court to the Superior Court of Judicature to be holden at Springfield for & within
the County of Hampshire on the fourth Tuesday of September next & he recognizes
with Sureties as the Law directs for the s^r John Woodbridge's prosecuting y^e appeal
with Effect as by the recognizance on file appears -

Paul Kent of Suffield in the County of Hampshire yeoman plt. vs. Elijah Alvord of S^c Kent
Bradley in the same County yeoman & def. in a plea of the Case for that s^c Elijah at s^c Alvord
Winfield on the first of April last owed the plt. fifty seven pounds 10^s 2 money for
dry Goods Wares & Merchandizes before that time s^c delivered by the plt. to the
s^c to balance accounts according to the bill on file & then & there in consideration there
promised the plt. to pay him the same on demand yet this often requested the
s^c hath not paid the same but unjustly neglects it to the plt. - Damages Sixty
pounds - The plt. by Cornelius Jones Gent. his Att^r appears - The def. being three times called
makes default of appearance in Court - It is therefore Considered by the Court that y^e
s^c do recover against the Def^t. fifty seven pounds ten Shilling, & two pence lawful
money Damages & Cost of Court taxed at one pound thirteen Shillings & three pence.
After all Which the def. by Charles Phelps Gent. his Attorney comes in to Court and appeals
from the Judgment of this Court to the Superior Court of Judicature to be holden at
Winfield within and for the County of Hampshire on the fourth Tuesday of Sept^r
next and he recognises with Sureties as the Law directs for the s^c Elijah's suspending
his appeal with Effect as by s^c Recognizance on file appears -

Benjamin Skinner of Springfield in the County of Hampshire yeoman plt. vs. Bar- Skinner
abas Evans of Palmer in the s^c County yeoman & def. in a plea of the Case wherein y^e Evans
s^c demands two pounds 10^s which y^e def. on the 27th of May 1762 by two notes under
his hand promised one Stephen Chapman to pay him or his order on demand with use who
thereafter ordered y^e contents of y^e notes to be paid the plt. & as on file fully appears -
The plt. by Com^r Jones Gent. his Att^r appears - The def. being three times publicly
called makes default of appearance in Court. It is therefore Considered by the Court
that the plt. do recover against the def. Two pounds Twelve Shilling, and ten pence
lawful money Damages & Cost of Court taxed at one pound 15^s 9^d. Ex^{te} 18th June 1763.

Aaron Van Horn of Springfield in the County of Hampshire Blacksmith plt. vs. Van Horn
John Worthington Esq^r & Robert Breck Jun^r Gent^l both of s^c Springfield Executors of White's
his Last Will and Testament of Jacob White late of s^c Springfield Gent^l dec^d as they
are Exec^{rs} afores^d Def^t in a plea of the Case for that the said Jacob at said
Springfield in his life time viz on the first day of January 1761 owed the plt. two
pounds 6^s for a chain and a Sythe before that time sold and delivered by the plt.
to the def^t Testator the s^c Jacob and then and there in consideration thereof the said
Jacob promised the plt. to pay him the s^c Sum on demand yet the s^c Jacob this
often requested never paid the same to the plt. in his life time nor hath the s^c
John and Robert or either of them in s^c Capacity paid the same to the plt. since
y^e death of the said Jacob but they unjustly neglect and refuse to do it to the plt. -
Damages Three pounds. The plt. appears - And the def^t come and defend the force &
Injury Wh^{ch} & And as to sixteen Shillings parcel of the s^c Two pounds 6^s in the Assump
tion and promise in the De^{cl} of the s^c Aaron mentioned say that the s^c Jacob never
promised in manner and form as the s^c Aaron in his s^c Declaration has alledged and
of this they put themselves on the Country - And as to 30^s residue of the s^c 46^s the
said John and Robert say that the s^c Aaron ought not to recover his Damages by
reason of the Non payment of the s^c 30^s because they say the s^c Jacob White always from
the time of his making the promise in the above declaration supposed to be to his
death was ready to pay the s^c Aaron the s^c 30^s & that the s^c Executors have been
always ready since y^e Jacob's death to pay y^e same to y^e s^c Aaron And yet are so &
that they offered the same to him before y^e Purch^{se} of his Will but that he refused to
receive it & they produce y^e 30^s here in Court ready to be paid if y^e s^c Aaron will receive
y^e same & this they are ready to verify & as on file - Wherefore they pray Jud^g if he ought to have

99
Van Horn
Whitin
Execut^r
have his Damages against them by reason of the Non payment of $\text{£} 30/-$ —
And the p^t. for a reply to the foregoing plea pleaded by the def^t. says that as to the
promise of the s^d. de^t. to pay the p^t. $\text{£} 16/-$ part of the sum which is averred in
the Decon to have been promised by the de^t. to the p^t. which sum the Def^t. in their
said plea deny that s^d. de^t. ever promised to pay $\text{£} 16/-$ and thereof put themselves
on the Country the p^t. says that he likewise thereof puts himself on the Country —
And as to the matter alledged in the residue of of the s^d. plea the p^t. in no man-
ner Contradicts the same and will if he may freely accept the money now tendered
to him for Court in part of satisfaction of the sum alledged to have been pro-
mised by the s^d. de^t. — After a full hearing of the Parties upon $\text{£} 16/-$ evidence produced
in the Case, The sum tendered as afores^d being first received, The Case is Committed
to the jury Mr. Phineas Newton foreman and fellows Who return their Verdict
on Oath that they find for the p^t. sixteen shillings money Damages and Cost of
Court — It is therefore Considered by the Court that the s^d. Aaron do recover against £
Estate of the s^d. Jacob de^t. in the hands of the s^d. Executors sixteen shillings lawful
money Damages & Cost of Court taxed at three pounds fourteen Shill. & six pence.

Pyrrhon
or
Porter
George Pyrrhon of Granville in the County of Hampshire Shopkeeper p^t. vs David
Porter of the same place yeoman de^t. in a plea of the Case for that the de^t. at said
Granville on the fourth of Nov^r. Last by his note for Value rec^d. promised the p^t. to pay
him thirteen pounds of $\text{£} 10/-$ lawful money on demand with lawful Interest till paid
yet the de^t. tho^t often requested hath not yet paid the same but neglects it to the
p^t. Damages Twenty pounds — The p^t. by Com^r. Jones Gent. his Att^r. appears —
The de^t. being three times publicly called makes default of appearance in Court —
It is therefore Considered by the Court that the p^t. do recover against the de^t. thirteen
pounds eight shillings and six pence lawful money Damages, & Cost of Court taxed
at One pound eighteen shillings and seven pence — After all which the de^t. by
Moses Bliss Gent. his Att^r. comes into Court and appeals from the Judgment of
this Court to the Superior Court of Judicature to be holden at Springfield in
the County of Hampshire on the fourth Tuesday of September next & he recog-
nizes with Sureties as the Law directs for the said David, prosecuting the
Appeal with Effect as by the said Recognizance on file it appears —

Lamb
appell^t
or
Horton
Daniel Lamb of Springfield a yeoman appellant vs Stephen Horton of Springfield
yeoman appellee from a judgment given ag^t. $\text{£} 1/-$ Daniel by Josiah Dwight Esq^r
at a Court before him on the 22^d. day of April Last when & where $\text{£} 1/-$ Stephen was p^t. &
the s^d. Daniel De^t. in a plea of the Case for recovery of $\text{£} 34/7$ due by book in balance to
the p^t. & as on file it fully appears. In this Case the s^d. Daniel being three times
publicly called to come and prosecute his appeal ag^t. $\text{£} 1/-$ Stephen here in this Court
is Nonjur^t & the Appellee likewise Defaulted & of Action according^t de^t. omi^sd —

Burghard
Woodbridge
Hendrick Burghard of Great Barrington in the County of Berkshire Gent. p^t. vs John
Woodbridge of South Hadley in the County of Hampshire Gent. de^t. in a plea that he renders
to the p^t. $\text{£} 59/8/-$ which he owes the p^t. & from him unjustly detains & whereon the
p^t. says that at s^d. Springfield on the 30th of August last before Josiah Dwight Esq^r one of
his Majesty's Justices & he recovered against the s^d. John by $\text{£} 1/-$ Judgment of the s^d.
Justice $\text{£} 34/1/-$ for his Damages by reason the s^d. John had not performed his promise
before that time made the p^t. & $\text{£} 25/8/-$ for his Cost & Charges expended about his Suit —
whereof $\text{£} 1/-$ John is convict as by $\text{£} 1/-$ record thereof in Court to be produced appears Which
Judgment yet remain in full force & and altho^t the p^t. hath sued out a Writ of Execⁿ
and an Alias Writ of Execⁿ on s^d. Judgment yet no part of $\text{£} 59/8/-$ Judgment have

have been levied and the return day of s^d Alias Execution is now past Whereby action
th^t accrued &c as on file more fully appears - The plt. by John Worthington Esq his
P^r appears. The def^t. being three times publicly called makes default of appearance
Court. It is therefore considered by the Court that the s^d Hordrich do recover
against the s^d Def^t. fifty nine Shillings and eight pence one farthing lawful money
bt and Cost of Suit taxed at Two pounds five Shillings and five pence - After
which the def^t. by Cornelius Jones Gent. his Att^r. comes into Court and appeals
on the Judgment of this Court to the Superior Court of Judicature to be held at
Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r.
at & he recognizes with Sureties as the Law directs for the s^d John the def^t. his prof-
secuting the appeal with Effect as by s^d Recognizance on file appears -

David Brewer of Brookfield in the County of Wmester Gent. plt. vs James Tate later
Deerfield in the County of Hampshire Gent. Def^t. in a plea of the Case for that said
comes at s^d Springfield on the Last day of January Anno Dom^o 1761 being justly
debted to the s^d David in the Sum of £135. 16. 3. 3 lawful money for sundry articles
Account by the s^d David to the s^d James at his special Instance and request at s^d
Springfield before that time sold and delivered him y^e s^d James and for monies y^e
for y^e s^d James of several Persons for y^e use of s^d David all according to the ac^t
annexed to the Writ on file s^d James in Consideration thereof at said Springfield
s^d Last Day of January 1761 assumed on himself and to s^d David faithfully promised
to pay him the same Sum on demand yet said James tho' often requested hath
never paid the same or any part thereof but unjustly neglects it to the damage of
s^d David £135. - The plt. by John Worthington Esq his Att^r. comes into this Court.
and the s^d Def^t. by Joseph Hawley Esq his att^r. comes and defends the force & and says
that he never promised the in manner and form as the plt. in his Writ ag^t him
as alledged and thereof he puts himself on the Country. And the s^d plt. reserving
himself Liberty to waive this answer to the def^t. foregoing plea and to make any other
the Trial of the appeal says that the def^t. plea above pleaded and the Matters
in issue contained in an insufficient answer to his De^m and that he is not holden
by the Law of the Land to make answer thereto and this he is ready to verify & thereof
says Judgment and Judgment for his Cost - And the Def^t. says his plea is suffici-
ent. Thereupon the Pre^senter being seen & by the Justices now here fully understood
It appears to the said Justices that the afores^d plea of the afores^d def^t. is in Law good
and sufficient to preclude the s^d plt. from having his action afores^d against the afores^d
def^t. maintain'd - It is therefore considered that the afores^d David by his plea
afores^d have nothing but for his groundless claim that he be in mercy & And it is
further considered that if s^d James do recover ag^t y^e s^d David of Sum of £
or his Costs & Expenses &c - The plt. by his said Att^r. appeals from y^e Judgment
of this Court to the Superior Court of Judicature to be holden at Springfield in
and for the County of Hampshire on the fourth Tuesday of September next and
he recognizes with Sureties as the Law directs for the said David's prosecuting
the Appeal with Effect as by the Recognizance on file appears -

Josiah Edson of Bridgewater in the County of Plymouth Esq plt. vs John Woodbridge Jr. Edson Esq
South Hadley in the County of Hampshire Gent. Def^t. in a plea of the Case wherein
the plt. declares that s^d John at s^d Springfield on the 28th of May last past by his
note for Value rec^d promised s^d John to pay him or his order ten pounds in three
months from the date yet s^d John tho' often requested hath never paid the same
or any part thereof but unjustly neglects it to y^e plt. damage Twelve pounds -
The

Edson
Woodbridge
Jun.

The Plt. by John Worthington Esq his att. appears. The Deft. being three times publicly called makes default of appearance in Court - It is therefore Considered by the Court that the said Josiah do recover against the s. John the Deft. Ten pounds lawful money Damages and Cost of this Suit taxed at three pounds and five pence - After all which the Deft. by Cornelius Jones Gent. his Att. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the s. John the Deft. his prosecuting the appeal with Effect there as by said Recognizance on file it appears.

Kent
or
Sacket

Dudley Kent of Suffield in the County of Hampshire Jun Yeoman plt vs Seth Sacket of Westfield in the same County Yeoman Deft in a plea of the Case for that y. Deft. at s. Springfield on the 25th of September last by his note for Value recd. promised the plt to pay him four pounds by the 25th of March then next with the Interest from y. End of three months from y. date of s. note until paid yet the deft. tho often requested hath never paid the same but neglects it to the plt. Damage five pounds. - The plt. by John Worthington Esq his att. appears - The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by y. Court that the plt. do recover against the Deft. four pounds one Shilling & five pence lawful money Damages and Cost of Court taxed at one pound 12/9 - After all which the deft. by John Phelps Gent. his att. comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next and he recognises with Sureties as the Law directs for the s. Seth. prosecuting the appeal with Effect as by y. s. Recogn on file appears -

Colton
vs
M. Clister

Isaac Colton of Springfield Jun. Gent. plt vs James M. Clister of Enfield yeoman Deft in a plea of the Case for that s. James at s. Springfield on the last day of April 1761 being justly indebted to the s. Isaac in y. Sum of £5. 19, for necessaries supplied the s. James' his Son at s. Springfield during his inoculation for and his ^{having} small pox there and for one pair of shoes found him there at the deft. request the s. James then and there in Consideration thereof promised y. plt. the same or more and to all which is more fully declared on file - The parties were here into this Court and mutually agree to submit this Case to the final determination and award of Luke Hitchcock & Elijah Terry Gentlemen and Jeremiah Snow yeoman or any two of them And they are to hear y. s. parties and make their award upon y. promises & return y. same into this Court as soon as may be & Now afterwards at this same term the s. Arbitrators bring their award on the premises into this Court in these Words viz We award and determine that s. Isaac have & recover of s. James 4 1/2 in full Satisfaction of his Demand in his plea afores. and Costs of Court and Cost of this Reference & the same being read & Considered is accepted by this Court - Afterwards the s. Isaac now at this same Term comes here and free acknowledges he has recd. of s. James Satisfaction in full of his demand in the plea afores. and all his Costs in this Suit and says that this Acknowledgment may be put on Record of this Court

Dynon
vs
Almond &
Nash

George Dynon of Springfield in the County of Hampshire Gent. plt. vs Elijah Almond of South Hadley yeoman & Timothy Nash late of Shutesbury yeoman & both in y. s. County Deft. in a plea of the Case wherein y. plt. says that y. Deft. on the 28th of Dec. 1759 bet & recd. of him sundry Articles of Merchandise by Value of £80. 0. 0. to be paid in a year & Interest afterward if longer delayed & says that on y. 25th of July 1761 y. Deft. p. £20. & on y. 29th of

August then next 1716 & but perfidius thereof & Interest they have not paid & as may more fully seen on file - The plt. appears. The deft. being three times publicly called & appears but make default &c. It is therefore Considered by the Court that the plt. recover against the deft. ^{five} fifty pounds twelve Shill. & six pence one farthing lawful money Damages and Cost of Court taxed at one pound 10/3. *Ex^a is^d June 2^d 1763.*

Isaac Colton of Springfield in the County of Hampshire the second Gent. plt. or Matthias Colton with late of y^e same Springfield yeoman deft. in a plea of y^e Case wherein y^e plt. demands ^{or} Smith b. money which y^e Deft. on the 28th of June last by his note promised the plt. or his or on demand with life &c as on file - The plt. appears - The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by Court that the plt. do recover against the deft. Sixteen pounds Sixteen Shill. & 8^d of lawful money Damages and Cost of Court taxed at one pound 14/9. *Ex^a is^d 2^d June 1763.*

John Barber of Springfield in the County of Hampshire yeoman plt. or W^m Worthington Barber the same Springfield Gent^m deft. in a plea of the Case for that the s^d W^m there on the 11th Aug^t 1760 by his note for Value rec^d promised s^d John to pay & deliver to s^d John seven ^{or} Worthington of good Green oak Wood at the Mouth of Agawam River in said Springfield & on y^e and then at or before the Last day of May then next & if not then paid the Interest therefor till paid & the plt. says that such Wood as afores^d at the place of delivery afores^d would be well worth 6/3 Cord & that he has always been ready there to receive y^e s^d Wood & s^d William tho often requested hath never paid or delivered the s^d Wood but hath unjustly neglected & still neglects to do so to the damage of the s^d John Three pounds - The plt. by John Worthington Esq^r his Att^r appears - The deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the Deft. Two pounds Seven Shilling, lawful money Damages & Cost of Court taxed at one pound nine Shilling - The deft. by Cornelius Jones Gent. his att^r afterwards comes here into this Court and appeals from Judgment of this Court to the Superior Court of Judicature & to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the s^d W^m his prosecuting Appeal with Effect as by s^d Recognizance on file appears -

Joseph Fuller of Suffield in the County of Hampshire yeoman plt. or Jon^a Loomis Fuller in Springfield in the s^d County yeoman deft. in a plea of the Case for that said Jonathan at s^d Springf^d on the 9th of April 1761 by his note for Value rec^d promised ^{or} Loomis s^d Joseph to pay him £12.10. money by y^e ninth of Oct^r then next with lawful Interest or y^e same till paid yet said Jon^a tho often requested hath never paid the same or any part thereof but neglects it to the plt. damage fourteen pounds - The plt. by John Worthington Esq^r his Att^r appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the plt. recover against the deft. fourteen Pounds one Shilling & three pence lawful money Dam^s Cost of Court taxed at One Pound twelve Shilling & three pence. After all which the deft. by Cornelius Jones Gent. his Att^r comes into Court & appeals from the Judgment of this Court to y^e Superior Court of Judicature & to be holden at Springfield in the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the said Jonathan's prosecuting y^e said Appeal with Effect as by the said Recognizance on file appears -

John Worthington Esq^r & Robert Breck Jun^r Gent. both of Springfield in the County of Hampshire plt^s or Benjamin Warriner Jun^r of the same Springfield yeoman deft. in a plea of y^e ^{or} Warriner Case wherein the plt. demand 68/4th which y^e deft. on the 29th of June last by his note promised ^{the} the Warriner

Worthington vs. Miller
The plt. or either of them on demand with life &c as on file - The Dft. appears - The Dft. being three times publicly called makes default of appearance in Court - It is therefore considered by the Court that the Dft. do forever against the dft. Three Pounds Twelve Shillings & Two pence half penny lawful money Damages & Cost of Court taxed at one pound nine Shillings and three pence.

Trink vs. Miller
John Trink of Rutland in the County of Worcester Physician plt. vs Heber Miller of Springfield in the County of Hampshire yeoman Dft. in a plea of the Case for that the dft. at s. Springfield on the 16th of Dec. last by his note for Value rec. promised the plt. to pay him £14.17.10. money on demand with life yet the s. Heber tho' often requested hath never paid the same but neglects it to y. Damage of y. plt. £16 - The plt. by Jn. Worthington Esq. his Att. appears - The dft. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the said John the Dft. do forever against the dft. Eleven pounds nine Shillings & nine pence lawful money Damages & Cost of Court taxed at two pounds 4s. - After all which the s. Heber y. dft. by John Phelps gent. his Att. comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield afores. for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant's prosecuting the appeal with Effect as by said Recognizance on file appears -

Morgan vs. Miller
Ebenezer Morgan y. third of Springfield in the County of Hampshire yeoman plt. vs Abigail Miller of s. Springfield spinster (Widow & Relict of Jn. Miller late of s. Springfield deceased) Dft. in a plea of Debt for that she at s. Springfield on the 11th of Jan. 1762 by her bill in Writing under her hand and Seal in Court to be produced for Value rec. promised the plt. to pay him £15.3.1. by the middle of Oct. then next with lawful Interest till paid yet tho' often requested she hath not done it but neglects it to the damage of the plt. £17. - The plt. by John Worthington Esq. his Att. appears - The dft. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court the plt. do forever against the dft. Sixteen Pounds Seven Shillings and four pence lawful money Damages & Cost of Court as y. bill allow. at £1.10.3. - After all which the dft. by Cornelius Jones Gent. her Att. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next and he recognizes with Sureties as y. Law directs for the Appellant's prosecuting her appeal with Effect as by the Recognizance on file it appears -

Worthington vs. Brooks
John Worthington of Springfield in the County of Hampshire Esq. plt. vs Sarnue Brooks of s. Springfield yeoman Dft. in a plea of the Case for that the dft. at s. Springfield on the 12th of August Last by his note for Value rec. promised the plt. to pay him or his Order five pounds 5s. on demand with life till paid yet the dft. tho' often requested hath not paid the same but neglects it to y. Damage of the plt. Seven pounds - The plt. appears. The dft. being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the plt. recover ag. the dft. five pounds ten Shillings and three pence lawful money Damages and Cost of Court taxed at one pound Eight Shillings and three pence. After all which the Dft. by Cornelius Jones Gent. his Att. comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant's prosecuting his appeal with Effect as by the said Recognizance on file appears -

Samuel Colton of Springfield in the County of Hampshire the Second German p^lt. v^s James
Edon of the 1st Springfield German def^t. in a plea of the Case wherein the p^lt. demands Colton
in pounds 3/5 for sundry Articles of Acc^t according to y^e Acc^t on file & as may be seen Sheldon
ly declared in y^e Writ. The P^lt. by John Worthington by his Att^r appears - The def^t. being
several times publicly called makes default of appearance in Court. It is therefore
considered by the Court that y^e p^lt. recover ag^t the def^t. four pounds three shill^l & five
pence lawful money Dam^l & Cost of Court taxed at 3/5 -

John Worthington Esq^r & Robert Breck Jun^r. Gent. both of Springfield in y^e County of Hamp^{sh}
are Exec^{rs} of the Last Will and Testament of Jacob White late of 1st Springfield gent^l dec^d. White's
Ex^{rs} in
Snow
v^s Jeremiah Snow yeoman & Nathan Newers yeoman both of 1st Springfield def^t.
a plea of the Case wherein they demand 54/5. which the def^t. on the 5th of May 1761 by
a Note promised the 1st Jacob then living to pay him or his order on demand with up^r
the p^lt. appear - The Def^t. being three times publicly called make default of ap-
pearance in Court. It is therefore Considered by the Court that the p^lt. in their said
Capacity do recover against the def^t. Three pounds and eleven pence lawful money
Dam^l & Cost of Court taxed at one pound 9/7 - Ex^{rs} is - 9th July 1763 -

James Sikes of Springfield in the County of Hampshire yeoman p^lt. v^s Benj^l Wait Sikes
1st Springfield yeoman def^t. in a plea of the Case for that the def^t at 1st Springfield on Wait
9th of April 1759 by his note of that date for Value rec^d promised the p^lt. to pay
in 42^d on demand with Interest till paid, yet the def^t. tho' often requested hath not
paid of same but neglects it to the p^lt. Damage four pounds - The p^lt. by John
Worthington by his Att^r appears - The def^t. by Corn^l Jones gent. his Att^r comes & defends
and says that the note declared on is not his act and deed and thereof puts himself
off the Country And the p^lt. says that the def^t. plea afores^d and the matters therein
contained is an Insufficient Answer to his Declaration & that by the Law of the Land
he is not holden to answer thereto which he is ready to Verify & thereof prays Judgment.
and y^e Def^t. says his plea is sufficient - Thereupon the Premises being seen & fully under-
stood It appears to the Court that y^e Def^t. plea is not sufficient & It is there-
fore Considered by the Court that the p^lt. do recover against the def^t. two pounds 10/2^d
lawful money Damages and Cost of Court taxed at one pound eight shill^l & three pence.
The def^t. by his 1st Att^r appeals from the Judgment of this Court to the Superior Court
of Judicature to be holden at Springfield for 1st County of Hampshire on the fourth. thir-
day of Sept^r next & he recognizes with Sureties as the Law directs for the Appellant's
sustaining the appeal with Effect as by y^e Recognizance on file appears -

Jonathan Chapin of Palover in the County of Hampshire yeoman p^lt. v^s Wm^l Hitchcock Chapin
1st of Springfield in the same County German def^t. in a plea of the Case for that the Hitchcock
1st at 1st Springfield on the fourth of May last by his note for Value rec^d promised
the p^lt. to pay him the Sum of \$142.7.2 on demand with Interest ther^efor till paid
but y^e def^t. tho' often requested hath not paid the same but neglects it to the p^lt. Damage
10s - The p^lt. appears by John Worthington by his Att^r & the def^t. by Cornelius Jones gent
his Att^r comes & defends & says he is no Ins^rpaper against the p^lt. and thereof puts him-
self off the Country. And the P^lt. says y^e def^t. plea and matters therein contained is an
insufficient Answer to his Declaration & and that he is ready to Verify & thereof prays
Judgment. And the def^t. says his plea is sufficient - Thereupon the Premises being seen
by the Justices now here fully understood It appears to the 2^d Justices that y^e def^t. plea
aforesaid is insufficient & It is therefore Considered by the Court that the p^lt. do
recover against the def^t fifteen pounds three Shillings and eleven pence half penny
lawful money Damages & Cost of Court taxed at one pound 13/2 - the def^t.

101 - The Deft. by his s.^d Att^r appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on y^e fourth Tuesday of September next & he recognises with Sureties as the Law directs for the appellant, prosecuting the appeal with Effect as by said Recognizance on file appears -

Colton
v
Blair Benjamin Colton of Springfield in the County of Hampshire yeoman otherwise called Benj. Colton of Brimsfield in s.^d County yeoman plt. v Edward Blair of New-Braintree District in the County of Worester Labourer deft. in a plea of Debt wherein the plt. demands five pounds which he owes the deft. and which y^e plt. says he recovered by the Judgment of this Court at a former Session thereof & as may be seen on file - The plt. by John Worthington by his Att^r appears - The deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by y^e Court that the plt. recover against the deft. five pounds lawful money Debt and Cost of Court taxed at one pound thirteen Shillings & three pence. Ex^{te} is. June 2^d 1763 -

Parks
v
Chamberlain Elisha Parks of Westfield in the County of Hampshire Gent. plt. v John Chamberlain late of Stockbridge in the County of Berkshire now living at a place known by y^e name of Mount Ephraim in the s.^d County of Berkshire yeoman deft. in a plea of y^e Case in which the plt. demands £44. 12. 7. which he says y^e deft. on the 15th of July last by his note promised the plt. or his order on demand with up but has not paid y^e same - The plt. by John Worthington by his Att^r appears - The Deft. being three times publicly called makes default of Appearance in Court - It is therefore Considered by the Court that the plt. recover against the deft. thirteen pounds fifteen Shillings and Seven pence lawful money Damages & Cost of Court taxed at £2. 0. 3. {Ex^{te} is. 4. 28th May 1763 -

Pymon
v
Leonard George Pymon of Springfield in the County of Hampshire Gent. plt. v Ebenezer Leonard of s.^d Springfield yeoman deft. in a plea of the Case wherein the plt. demands five pounds 18/10. money which y^e deft. on the 24th of May last paid by his note promised y^e plt. on demand with up but hath never yet paid - The plt. by John Worthington by his Att^r appears - The deft. being three times publicly called makes default of Appearance in Court - It is therefore Considered by the Court that the plt. recover against the deft. the Sum of £ lawful money Damages and Cost of Court taxed at one pound nine Shill. & three pence.

Fuller
v
Taylor Ephraim Fuller of Weatherfield in the County of Hartford & Colony of Connecticut yeoman plt. v Aaron Taylor of Barnardston in the County of Hampshire yeoman deft. in a plea of the Case wherein y^e plt. declares that y^e deft. on the 13th of Feb^y 1762 by his note promised y^e plt. 40^s. in cash by y^e 20th of April then next and 40^s. in new or old brass at y^e 1st of June or in New Wax at 1/2 p^r pound by y^e same 20th of April & y^e Interest of y^e Whole therefor until paid & as is fully declared in the Writ - The plt. by John Worthington by his Att^r appears. The deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court the plt. recover against the deft. four pounds five Shillings & two pence lawful money Damages & Cost of Court taxed at two pounds Six Shillings & Eleven pence. Ex^{te} is. 7th July 1763 -

White
v
Brooks John Worthington Esq^r & Robert Breck Jun^r. Gent. both of Springfield in the County of Hampshire Executors of the Last Will & Testament of Jacob White late of s.^d Springfield Gent. dec^d. plt^s v Samuel Brooks of s.^d Springfield yeoman deft. in a plea of y^e Case for that s.^d Samuel at s.^d Springfield on the first of Sept. 1762 being justly indebted to the s.^d Jacob then living in the Sum of £4. 0. 9 1/4 to balance acc^{ts} according to the A^{ct} on file in Consideration thereof s.^d Samuel then & there promised s.^d Jacob to pay him the same on demand yet tho' often requested the s.^d Samuel never paid the s.^d Jacob the

the same nor any part thereof nor hath he paid the same or any part thereof to the
since the s^d Jacob's death tho by them often requested but he unjustly neglected it
the Damage of the s^d John an Robert Six pounds - The D^{ft} appear. The D^{ft} being
times publicly called makes default of appearance in Court. It is therefore
sidered by the Court that the plt. in their s^d Capacity do recover against the D^{ft}
pounds and nine pence one farthing lawful money Damages and Cost of Court
ed at one pound 8/3. - After all which the D^{ft} by Cornelius Jones Gent. his Att^r
nes into Court and appeals from the Judgment of this Court to the Superior Court of
diature to be holden at Springfield in and for the County of Hampshire on the
with Tuesday of September next and he recognizes with Sureties as the Law directs
the Appellant's prosecuting his appeal with Effect as by if recog^d on file appears.

Matthew Thomson of Windsor in the County of Hartford in the Colony of Connecticut
oman plt. vs Moses Tyler of Western in the County of Worcester German D^{ft} in a plea
the Case for that s^d Moses at s^d Springfield on the 25th of Nov. 1761 by his note for
due rec^d promised the plt. to pay & deliver to him at the s^d Moses' Dwelling house in
Eastern twenty bushels of Good Wheat (Whisking Plt. saith is worth £7. Tenney) at or
fore the 15th of Jan^y then next but the s^d Moses tho' often requested never paid or
livered the same to the Plt. tho he was always there ready to receive of same - Also
that the D^{ft} then in Consideration that the plt. had exchanged his horse for said
Moses's Colt the s^d Moses promised the plt. to deliver him other twenty bushels of Wheat
his s^d Dwelling house & as is more fully declared in of Writ on file - The plt. by
John Worthington Esq his Att^r appears - And the D^{ft} by Joseph Hawley Esq his Att^r
mer and defend^r & says that there never was more than one promise made by
him of the nature and kind with the promises the Plt. has declared of & this of D^{ft}
ready to verify and therefore prays Judgment if the D^{ft} shall be obliged to answer
both the said Promises And hereof y^e D^{ft} refusing leave to alter his plea at the
trial of the appeal prays Judgment. And the plt. agreeing to s^d Reservation says the
D^{ft} plea above^d is an insufficient answer to the Declaration of the plt. Writ &
that he is not held to answer of same & and prays Judgment accordingly - And
the D^{ft} says his plea is sufficient. Thereupon the Promises being seen and by the
Justices now here fully understood It appears that the D^{ft} plea above^d is not suffic-
ient & It is therefore Considered by the Court that the plt. do recover against y^e
D^{ft} Six pounds lawful money Damages & Cost of Court taxed at £

Eliza Parks of Westfield in y^e County of Hampshire Gent. plt. vs W^m Spencer of Sheffield
in the County of Berkshire German D^{ft} in a plea of the Case wherein the plt. demands
four pounds law^d money Which the D^{ft} by his note on the 13th of August last by his note
promis^d of Plt. by y^e first of Oct^r then next with up but has not yet paid it - The plt. appears.
The D^{ft} being three times publicly called makes default of appearance in Court
It is therefore Considered by the Court that the plt. do recover against the D^{ft} four pounds
three Shill^{ings} & 7^d lawful money Damages & Cost of Court taxed at one pound nine
teen Shillings and seven pence.
Ex^{ra} is d^d 28th May 1763

Azubah Adams of Springfield in the County of Hampshire Spinster by Cornelius Jones
Just^{ices} her Att^r brings Into this Court her Complaint against Noah Kent of Suffield
vs s^d County German wherein she says that on a Trial had before Eldad Tayl^{or} Esq on the
month day of April last she by of Consideration of the s^d Eldad Tayl^{or} Esq never Judgment
against the s^d Noah for the sum of 30/3⁴ Damages and Cost of suit taxed at 16/4 from
Which Judgment the s^d Noah appealed to this hon^{ble} Court but hath failed to prosecute
his Appeal with Effect according to his recognizance she therefore prays the former Judgment
may be affirmed with additional Cost & the s^d Prayer is granted - It.

It is therefore Considered by the Court that the s.^d Azubah recover against the s.^d South thirty shillings and three pence half penny lawful money Damages & Cost of Court taxed at two pounds three shillings & 8.^d — Ex^{te} 27th June 1763 —

Ingram
Leonard
Elisha Ingram of Amherst in the County of Hampshire yeoman by Sir Isaac Strong gen.
l^y Att^y brings into this Court his Complaint which being read is as follows viz
humbly shews Elisha Ingram & that at a trial before Joseph Chauncy Esq^r on the
4th of April last he recovered Judgment against Aaron Leonard of Hadley in said
County yeoman for 25/2 Damages and 9/8 for Costs of Suit from which Judgment
the s.^d Aaron appealed to this hon^{ble} Court and recognized as the Law directs to prose-
cute the appeal with Effect but hath failed to do so the s.^d Ingram therefore prays
affirmation of the former Judgment with additional Interests & Costs & It is granted
him — It is therefore Considered by the Court that the s.^d Elisha recover against
the s.^d Leonard one pound five shillings and four pence half penny lawful money
Damages & Cost of Suit taxed at 26s.⁶d. — Ex^{te} 27th May 1763. —

Sacket
Phelps
Abigail Sacket Who was the wife of Joseph Sacket late of Westfield in y^e County
of Hampshire yeoman dec^d p^lt. vs Nathaniel Phelps of Westfield afores^d yeoman
Def^t. Which s.^d Abigail complains and says that the s.^d Nathaniel hath deforced
her of her reasonable Dower which happens to her of a certain House and Lot of Land
or meadow with the Appurtenances lying and being in Westfield afores^d bounded
North West and South on the High Way and east on Samuel Hanchitts Land which
contains about three acres and was in the Life and Possession of her late husband
but is now in the Possession of the s.^d Nathaniel / and whereof he the s.^d Joseph was
seized in his lifetime as of fee during the Coverture and whereof she hath nothing
as she says & thereof she brings this Suit so The p^lt. by Deft Sacket her Att^y
appears — And the s.^d Nathaniel Phelps by John Worthington & Joseph Hawley
Esq^r his Att^y comes into Court & prays leave herein to implore to great Term
of this Court that he may vouch Eustus Sacket of Pittsfield in the County
of Berkshire yeoman under Whom he holds the premises by Deed with Warranty
that he may take on him the Defence of this Suit. If Cause is Cont^d accordingly

Bornesey
Admⁿ
Perrey
Ebeneser Bornesey Gent^l vs Esther Bornesey Gentlewoman both of Northampton in the
County of Hampshire Administrators of the Estate of Elisha Bornesey late of the said
Northampton Gent^l dec^d p^lt. vs Silvanus Perrey of Pittsfield in the County of Berk-
shire yeoman def^t. in a plea of the Case for that the def^t at s.^d Northampton on the
last day of Sept^r 1761 owed the s.^d Elisha then living four pounds 7/2 to balance
book Accounts according to the A^ct on file & then also there promised him to pay
him y^e same on Demand yet never paid it to the said Elisha while alive Nor to
the said Admⁿ since his death but says to do it to their Damage in that capa-
city nine pounds — And the said Parties come here and agree to submit this Case
and all other Demand, they have against each other to the final Determination
and award of Mess^{rs} Ebeneser Hunt Joseph Billing and William Syman
Arbitrators mutually chosen by the s.^d Parties, or of any two of them, Who are
to hear the said Parties and make their Award upon the premises and Return
the same into this Court as soon as may be and such award is to be final
If Case is Continued in y^e Meantime —

Rogers
Ely
Elijah Rogers of Springfield in the County of Hampshire yeoman p^lt. vs Joel
Ely of s.^d Springfield yeoman def^t. in a plea of the Case wherein the p^lt. demands
Twenty five pounds 17/6 to balance Accounts which the def^t promised the p^lt. & as
of Writ bearing date the 19th day of April last more fully appears —

The Parties in this Case come here into this Court and enter a Rule of Court to refer the Case to the final Determination and Award of Major Benjamin Day and Francis Stebbins mutually Chosen by the said Parties and John Elly a Physician appointed by the Court Who are to hear the s^d Parties & consider the Case and make their award therein and return the same into this Court as soon as may be and such award will be final & the Case is Continued to

George Pynchon of Springfield in the County of Hampshire Gent^l Plt. vs Noah Brooks of Springfield aforesaid y^eoman Def^t. in a plea of the Case for that said Noah at Springfield on the Seventh day of February 1760 by his note for value rec^d promised s^d George to pay him or his order 26/8 on demand with Interest for the same till paid. And also for that said Noah at s^d Springfield on the Last day of March Last being justly indebted to the said George the sum of fourteen pounds 0/24 for sundry articles of Merchandize by the s^d George before that time there sold & delivered the s^d Noah at his request & with the s^d Noah in Consideration thereof there on s^d Last day of March Last assumed on himself and to the said George faithfully promised that he would well and truly pay the s^d George the said sum on demand yet has never performed either of his said Promises but unjustly neglects it to the Damage of s^d George & He. The s^d George & s^d Noah now come into Court and here in Court agree to submit this Case and all other demands they have against each other to the final Judgment and Award of Mess^{rs} Nathaniel Brewer Benjamin Wait and Ruben Bliss all of s^d Springfield Arbitrators mutually chosen by the s^d Parties & any two of them to be made on the Promises and Returned into this Court as soon as may be - And such award is to be final, & the Case is Continued to

Henry Praget of Springfield in the County of Hampshire y^eoman pl^t. vs Elijah Praget son of the same Springfield y^eoman Def^t in a plea of the Case for that the said Elijah at said Springfield on the Last day of November Last being justly indebted to the s^d Henry in the sum of four pounds 12/6 to balance accounts amounting to the Amount annexed to the Writ and in Consideration thereof the s^d Elijah promised the s^d Henry to pay him the same on demand yet the said Elijah tho' often requested hath never performed his s^d promise but unjustly neglects it to the Damage of the said Henry as he says six pounds. And the said Parties were here into this Court and here in Court agree to submit this Case to the final Determination and Award of the Persons hereafter named to wit George Pynchon Gent^l chosen by the Plt. Benjamin Wait y^eoman chosen by the Def^t. and Robert Harris Gent^l appointed by the Court Who are to hear the s^d Parties & consider the Case and make their Award upon & Promise to bring the same into this Court as soon as may be and such award will be final And the Case is Continued in the mean time

The foregoing Judgments and Orders were made and Entered up and then the s^d Court adjourned without day

A. H. W. Williams Cler.

103-
1763
May
Sessions

Hampshire p. Anno Regni Regis Georgii Tertii magnae Britanniae
Franciae et Hiberniae Tertio

At his Majesty's Court of General Sessions of the peace holden at
Springfield within and for the County of Hampshire on the first
Tuesday of May (being the third day of said month) Anno Domini
1763.

Present

Israel Williams
John Worthington
Elijah Williams
Jonah Dwight
Joseph Hawley
Tim Dwight Junr.
Seth Fields
Thomas Williams
Eldad Taylor
Daniel Burt Esq whose
Commons & Qualifications
to act were now first publish.

Grand Jurors -

John Hawks foreman
Nathaniel Atchinson
Reuben Bliss
Gad Symon
John Baker
Joshua Dickinson
Moses Dickinson
Jonathan Cook
Elisha Ingram
John Banroft
Elisha Parks
Jonathan Burks
Samuel Nichols
John Clary
Moses Field -
Mr. Sheriff Miller
attended this Jury

this Jury attended five days

Jury for Trials -

Phineas Newton foreman
Ebenezer Bagge 2d
Joseph Hitchcock
Joseph Ashley 2d
Abner Symon
Daniel Warner
Israel Graves
Elijah Dickinson
Gardner Kellogg
Stephen Fowler
Samuel Kellogg
Thomas King
Abner Stebbins.
de Tal. Cir
Ct. Seth Dorney -
Benj. Wait
George Wood
Charles Colton.

Belding } Labor Belding of Hatfield in the County of Hampshire yeoman Comp^t adv^t The
the Asses^s } A person of the Town of Deerfield for the year 1761 depts - & as by the Records of
of Deerfield } the Last Term of the Court at large appears - And now the Complainant by Moses
for 1761 } Bliss Gent. his Att^r comes and says he will no further prosecute the s^d Comp^t
against the afores^d Asses^s - & the Complaint is thereupon dismissed -

Murray } At this Term comes into Court Joseph Hawley Esq attorney to John Murray
Esq } and others Petitioners named in the Petition on record of this Court at it last Term
Petitioners } thereof wherein they by their s^d Att^r pray for an Order of this Court for laying out
of an Highway & and the s^d Joseph says that the s^d Petitioners will no further
pursue their s^d Prayer & wishes that this Court will take no further Cognizance
thereof - & the Petition is thereupon dismissed

Symon } Upon the Motion of John Symon Son^r Phelps and others Petitioners in a Petition
Kidd & } on record of the Court at the last Term thereof wherein they pray for an Order of
Phelps & } this Court for the laying out the Highway mentioned therein by John Worthing
Petitioners } ton Esq their Att^r now made that this Court would take into their consideration
the prayer of the Petitioners and grant the same It is ordered that the Petition
lie until the next Term of this Court for if Court then to consider thereof -

Southwick } Benjamin Southwick and others Petitioners named in a Petition preferred to this
and others } Hon^{ble} Court at the last Term thereof and at large recorded with the Records of the
Petitioners } Term by Simon Strong Gent. their Att^r now come into this Court and pray
that their Petition may be continued until the next Term of the Court for if Court
then to consider of the same & it is accordingly continued -

Queen } Hugh Queen of 10 Hadley yeoman a minor by Elisabeth Queen of 10 South Hadley
widow and Guardian to the s^d Hugh Comp^t adv^t The Overseen of the Poor for
of the District of 10 Hadley Depts - & as appear. at large on Record of the last Term - &

And now the s^r Overseers of the Poor for s^r S^t Hadley by Daniel Nash Gent^r their
gent come into Court and are here in this Court ready to answer to a Complaint of
the s^r Hugh Lucea. But the s^r Hugh Lucea doth not appear. But forasmuch as
there are some things come to the knowledge of this Court which make it appear
proper and fitting to sustain the Complaint further. It is ordered that the Compt^r
of the s^r next Term of the Court for the Court then to hear the same &
consider thereof & that the s^r Overseers now here present as afores^d observe this order

Charles Colton of Springfield in the County of Hampshire yeoman App^t is
bencher Stebbins 2^d of s^r Springfield yeoman Some of the Compt^r of s^r Springfield
App^t & as at large appears on Record of the Court at the Last Term thereof
and now the s^r Charles comes into Court. It is ordered that the Case be Com^t to
the next Term of the Court to be Considered by —

This Court having taken into their Consideration the Circumstances of the
non of Pelham and the Difficulties and Obstacles then arising to prevent a
performance of the Order of the Court at a former Session thereof respecting the
settling a minister there & it appearing to the Court that the People of Pelham
are still endeavoring a Compliance with the s^r Order It is therefore ordered
that the matter lie until y^r next Term for the Court's further Determination thereon.

John Worthington Esq attorney to our sovereign Lord the King in this behalf here
startly informs and gives this Court to understand that Seth Clark of South Had-
ley in the County of Hampshire yeoman on the last day of January last past at
aid South Hadley did wittingly and willingly kill one wild Deer and then and
there had the raw flesh and raw skin of one Wild Deer killed since the 21st of Decem-
ber last contrary to one Law of this Province in that Case made and provided the
case of the said Lord the King his Crown and Dignity — And the s^r Seth Clark now
comes before the Court (being held by recognizance for this purpose) and being put
to plead and answer to the premises he says that he is in nothing guilty thereof and of
his puts himself on the Country — A Jury being sworn according to Law to try the
Issue between our sovereign Lord the King and the Deft. after a full hearing
return their Verdict therein that is they upon their oaths say the Deft. is not guilty
It is thereupon Ordered that the Deft. may go without Day

John Worthington Esq Attorney to our sovereign Lord the King here in Court in
his behalf instantly informs and gives the Court to understand that Seth Warner
of Belchertown in the County of Hampshire yeoman on the 20th day of Jan^y
last past at s^r Belchertown did wittingly & Willingly hunt kill & destroy one
Wild Deer and then wittingly & willingly had in his possession the raw flesh &
raw skin of a Deer killed since the 21st day of December last contrary to a Law
of this Province in such Cases made and provided and against the Peace of
the s^r Lord the King his Crown and Dignity — And the Deft now comes before
the Court (being held by recognizance for this purpose) and being put to plead &
answer to the premises he pleads that he is not guilty & thereof puts himself
on the Country — A Jury being sworn according to Law to try the Issue be-
tween our sovereign Lord the King and the Deft. after a full hearing return
their Verdict therein that is they on their Oaths say the Deft. is Guilty —
It is therefore Considered by the Court that the s^r Seth for the afores^d Offense do pay
a fine of £10 lawful money to be the one moiety thereof to his Majesty for the
support of the Government & and the other moiety thereof to Josiah Lyman of
Belchertown the Original Informer & Costs of Prosecution taxed at £4.10.0
standing Committed &c

Which

1021- Which said fine the s^d Seth not being able to pay It is further Considered that for his offence afores^d he be disposed of in service to any of his Majesty's liege people for the term of two months to commence from the time of his Discharge from of Commitment afores^d for Costs afores^d - Sold for 19/ which was paid by Cost also.

J. Rex
Dunlap John Worthington Esq Attorney to our sovereign Lord the King in this behalf here present in Court instantly informs and gives this Court to understand that James Dunlap of Pelham in the County of Hampshire on the 12th of February last past at s^d Pelham did with force and arms make an assault on the body of Solomon Boltwood of Amherst in s^d County Yeoman then and ever since an Under Sheriff in s^d County under Oliver Partridge Esq Sheriff of the Same County he being then and there in the Peace of God and the said Lord the King and in the due Execution of all Warrant issued by lawful Authority requiring him to arrest the body of s^d James and him the said Solomon then and there beat wounded and well mangled by then and there holding and shaking an ax at s^d Solomon and within reach of his s^d Solomon's body in an angry threatening ^{manly} threatening Death and bodily hurt to him if he executed the Warrant afores^d and by then and there striking s^d Solomon a blow with his fist & by seizing the s^d Solomon's body and him falsely imprisoning and restraining of his lawful liberty Contrary to Law and against the peace of the said Lord the King his Crown and Dignity - The said James now comes before the Court (being held by Recognizance for this purpose) and being put to plead and answer to the premises he pleads that he is not guilty and thereof puts himself on the Country - A Jury being sworn according to Law to try the Issue between our sovereign Lord the King and s^d James after a full hearing return their Verdict therein that is the Jury upon their Oaths say the Def^t is Guilty - The Court having Considered of the Offence of the s^d James do order that he be amerced in the sum of thirty Shillings money to be to his Majesty for the support of the Government & Cost of Prosecution taxed at L^s. 2. 0 - And it also further ordered that the s^d James find Sureties in the sum of £20. for the good behaviour towards all his Majesty's liege people and particularly the above named Solomon until the next Term of this Court standing committed to

Dunlap
Reag The s^d James Dunlap principal in the sum of £20. John Savage Gent. and James Hulbert yeoman both of s^d Pelham sureties in the sum of £10. each severally recognize to the s^d Lord the King for him the s^d James Dunlap keeping the peace and being of the good behaviour towards all his Majesty's liege Subjects particularly the s^d Solomon Boltwood until y^e next Term of Court at

J. Rex
Morton John Worthington Esq Attorney to the s^d Lord the King in this behalf here instant by informs and gives this Court to understand that Elisha Morton of Hatfield in s^d County Yeoman at Hatfield in s^d County on the 10th Day of February last past with force and arms did hunt and kill one grown wild Deer and then and there had the raw flesh and raw skin of one Wild deer in his possession killed since of 21st of December last Contrary to the Law of this Province in that Case made and provided the peace of the s^d Lord the King his Crown and Dignity - The s^d Elisha being now here in this Court in his proper person is put to plead and answer to the premises and he pleads that he is guilty &c. - The Court having Considered of the Offence do order that the s^d Elisha pay a fine of £10. to be the one moiety thereof to his Majesty for y^e support of y^e Government & and the other moiety to Samuel Church of Hatfield yeoman the Original Informer and Cost of Prosecution

action taxed at Seventeen Shillings, Standing Committed & And in Case the Defendant
unable to pay of fine it is further Ordered that he make Satisfaction for the
offence by service & for this purpose be disposed of to any of his Majesty's liege
people for the space of two months to Commence from the time of his Discharge
from the Commitment for Costs aforesaid. - Sold accordingly for 54/ w. was paid & Sgt.

John Worthington Esq attorney to our sovereign Lord the King in this behalf here
instantly complains and gives this Court to understand and be informed that
Simon Morton of Hatfield in the County of Hampshire yeoman at Hatfield } D. Rex
at the 10th day of Feby. last with force and Arms did hunt and kill one wild deer }
and then & then had the saw flesh and saw skin of a Wild Deer killed since the } Morton
1st of December last Contrary to the Law of this Province in that Case made
and provided the peace of the s^d Lord the King his Crown and Dignity -
the s^d Simon being now here present and being put to plead to & confess he
pleads that he is guilty &c - It is therefore Considered by the Court that the
cost for his offence aforesaid do pay a fine of £10. lawful money to be the one half
sent to his Majesty &c and the other half to Samuel Church of Hatfield who was
the Original Informer and Cost taxed at 27/ standing Committed &c - but if
the s^d Simon now here present protesting to this Court that he cannot pay of s^d fine
it is further Considered that he be disposed of in service to any of his Majesty's
liege Subjects for the space of two months to Commence from his Discharge from
the Commitment aforesaid for Costs - sold for 48/ which was paid & Cost also -

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hamp- } D. Rex
shire do on their Oaths present Heria Brooks of Springfield in the County of Hamp- }
shire Spinster & single Woman for the Crime of Fornication and s^d Jurors on their } Brooks
Oaths say that at s^d Springfield on the first day of April in the first year of the
present King's Reign she voluntarily and wickedly had Carnal Knowledge of some
male person to whom ^{unknown} & then and there had a Child begotten on her body by fornication
the then being a feme sole and unmarried & which is Contrary to a Law of this pro-
vince &c - The s^d Heria now comes before the Court and Confesses herself Guilty of of-
fences charged in the s^d Presentment - It is therefore Considered by the Court that
for the offence aforesaid the s^d Heria be amerced to the King in the sum of 15/ lawful
money & that she pay Costs of prosecution taxed at 20/2 standing Committed &c

The Grand Jurors for our Lord the King for the body of the County of Hampshire do } D. Rex
on their Oaths present that John Lombard of Bellhenthorn in the County of Hamp- } Lombard
shire yeoman did on the first Sabbath or Lords Day in April 1762 and on all of Lords
Days or Sabbaths for one whole month then next following at s^d Bellhenthorn un-
lawfully and without any reasonable excuse absent himself from the public
Worship of God there altho the same was upheld and maintained there & whole
said time and altho s^d John for the whole of s^d time was a person of a sound
body and not otherwise reasonably detained therefrom against the Peace of the s^d
Lord the King and Contrary to a Law of this Province in that Case made and
provided & to the evil example of others - Which Presentment was made at the
Prison of this Court in August Last and signed John Hawks foreman
and now comes before the Court the s^d John Lombard in the custody of Nathl^l
Wright Gent. a Deputy Sheriff and being put to answer to the premises he says
he will not contend with the King and he may leave of this honorable Court to
do some things which he thinks may shew this Court that he did not unlawfully
absent himself from the public Worship of God as aforesaid - It is granted him - And

And after a full hearing of the s^d John and the Witnesses by him produced it appears to the Court that the s^d John has offered no reasonable excuse for his absenting himself from the public Worship as afores^d but that he is Guilty - It is therefore Considered that the Just. for the s^d Offence pay a fine of ten Shillings, lawful money for the use of the poor of said Belkinstown and Cost of Court standing Committed &c

L. Rex
Newton { John Worthington Esq Att^y to the said Lord the King on this behalf here instantly in Court informs and give your honors to understand that Oliver Newton of Belkinstown in the County of Hampshire yeoman at s^d Belkinstown on 4th day of January last past did with force and arms hunt and kill one wild Deer and then and there had the raw flesh and raw skin of the same Deer in his possession contrary to the Law of this Province in such cases provided the Peace of the s^d Lord the King his Crown and Dignity - And now comes before the Court the s^d Oliver and being put to plead and answer to the premises he pleads that he is guilty - It is therefore Considered by the Court that the said Oliver for s^d Offence do pay a fine of £10. lawful money to be to his Majesty for the Support of the Government & Cost of prosecution taxed at £1.19.5 standing Committed &c The s^d Oliver here protesting before this Court that he cannot pay the s^d fine It is further Considered that he be sold to any of his Majesty's subjects for a space of two months to satisfy for s^d Offence to commence from a time of his Discharge from a Commit^t. For Cost afores^d - Sold for 7/4.
Mittimus for Cost in s^d 30th July 1763 -

L. Rex
Calhoun { The Grand Jurors for our Lord the King for the body of the County of Hampshire do on their Oaths present Israel Calhoun of Walpole in the Province of New Hampshire yeoman for that s^d Israel at s^d Springfield on the 23^d of February last not being a Sheriff under Sheriff or Constable did presume to abuse his Majesty's name and Authority and did then and there pretend himself to be a Deputy Sheriff and took upon himself to act as such and did then and there declare to Daniel Barker yeoman and William Boyd yeoman both of Marlborough in the County of Middlesex that he the s^d Israel was a deputy Sheriff and in his Majesty's name did take and arrest the said Daniel and William & them then and there under the Arrest and Imprisonment afores^d unjustly kept and detained for the space of one hour and until they paid him five Dollars to procure their Discharge & for that the s^d Israel then and there at the time of the s^d Arrest did falsely affirm and declare to the s^d Daniel & William that he had in his hands against them a Writ from lawful Authority viz from Josiah Dwight Esq of Springfield afores^d one of his Majesty's Justices of the Peace for the County of Hampshire when at the same time he had no such Writ in his hands all which doing of s^d Israel is contrary to one Law of this Province in that case made & provided the Peace of the s^d Lord the King his Crown & Dignity - The above recited Presentment was now made and signed John Hawks foreman - The s^d Israel was now arraigned and set to the bar and being put to answer to the premises he pleads that he will not contend with our Lord the King but submit himself to the Grace and mercy of the s^d Lord the King - It is therefore Considered that the s^d Israel for the s^d Offence do pay a fine of £15. by one moiety thereof to his Majesty and the other moiety to the above named Daniel Barker the original Informer and Cost of Prosecution taxed at £3.16.5. standing Committed &c

Mittimus was made accordingly this Term & Commitment made as on file -

The Grand Jurors for the body of the County of Hampshire do on their Oaths present Daniel Parson of Springfield in s^d County yeoman for that the s^d Daniel at said Springfield on the 18th of April last with force and arms did feloniously steal and carry away one certain Iron utensil of Husbandry commonly called Clavis and Pin of the Value of four shillings the Goods and Chattels of Joseph Stebbins of s^d Springfield yeoman Contrary to the Law of this Province in that Case made and provided the peace of our Lord the King his Crown and Dignity - The foregoing Presentment was now made and signed John Hawks foreman - And the s^d Daniel now comes before the Court in y^e Custody of Moses Miller a Deputy Sheriff and being put to plead and answer to the premises he says he will not contend with the King - The Court having Considered of the Offence do order that the s^d Daniel pay a fine of fifteen shillings to be to his Majesty for the support of the Government & Cost of prosecution taxed at re pound 6/- and that he pay to Joseph Stebbins aforementioned treble the Value of the goods stolen as afores^d being 12/- standing Committed & It being afterwards made appear to the Court that the s^d Clavis & Pin are again come into y^e hands & possession of the s^d Joseph It is now further Ordered that the s^d Daniel pay the s^d Joseph two thirds of the sum of y^e dam^s afores^d being 8/- standing &c.

The Grand Jurors of our sovereign Lord the King for the body of the County of Hampshire do on their Oaths present John Ayres Junior of South Hadley in s^d County yeoman for that said John at s^d South Hadley in s^d County on the Sixteenth day of January last past had in his possession the raw skin and raw flesh of a grown wild deer killed since the 21st of December last Contrary to one Law of this Province in that Case made and provided and against the Peace of our s^d Lord the King his Crown and Dignity - Which Presentment was now made and signed John Hawks foreman - The s^d John now comes before the Court (being held by recognizance for this purpose) and being put to plead and answer to the premises he pleads that he is guilty thereof - It is therefore Considered by the Court that the s^d John for the offence afores^d do pay a fine of £10. lawful money to be the one moiety thereof to his Majesty for the support of the Government & and the other moiety to Moses Montague the Original Informer & Cost of prosecution taxed at £12.7.7 standing Committed & And if he be unable to pay the fine that then he make satisfaction for his offence by service for the space of two months to Commence from the time of his Discharge from y^e Commitment for Costs afores^d & that he be sold accordingly Sold for 25/- w^{ch} was p^d by Cost off.

John Worthington Esq^r attorney to our sovereign Lord the King in this behalf here Court gives this Court to Understand and be informed that John Rugg of s^d South Hadley in the County of Hampshire yeoman at said South Hadley on the last day of January last did hunt and kill two wild deer and then and then had in his possession the flesh and raw skins of two Deer killed since the 21st day of Dec^r Contrary to one Law of this Province in that Case made & provided the peace of the s^d Lord the King his Crown and Dignity. The s^d John Rugg now comes before the Court (being held by recognizance for this purpose) and being put to plead & answer to the premises he says he will not contend with the King & - The Court having Considered of the Offence do order that the s^d Rugg pay a fine of £20. lawful money to be of one moiety thereof to his Majesty for the support of Government & of the other moiety to Joseph Ashley of Springfield the third yeoman the original Informer and Cost of Prosecution taxed at three pounds 15/5. standing Committed & And the s^d Rugg protesting before this Court that he is unable to pay the fine afores^d It is

It is further Ordered that that the deft. make satisfaction for the offence by Service and that he be disposed of to any of his Majesty's liege Subjects for if space of four months to commence from the time of his Discharge from the Commitment for Costs aforesaid - sold accordingly for £s. which was paid by Cost likewise

J. Rex } John Worthington Esq Attorney to our sovereign Lord the king in this behalf here
Giddins } instantly informs and gives this Court to understand that James Giddins of Belcher town in the County of Hampshire yeoman there on the 18th day of Jan^y last did kill (with force and arms) one wild deer and then and there had in his possession the raw flesh and raw skin of the same Deer Contrary to the Law of this Province in that Case made and provided the peace of the s.^d Lord the king his Crown & Dignity - The said James now comes before the Court and being set to the bar and put to plead and answer to the premises he pleads that he is guilty. It is therefore Considered by the Court that the s.^d James do pay a fine of £10. to be to his Majesty for the Support of the Government & Cost of this Prosecution taxed at one pound 18^s. Standing Committed & and in case he be unable to pay the fine aforesaid. It is further Considered that he the s.^d James shall make satisfaction for his s.^d Offence by service and that he be sold to any of his Majesty's liege Subjects for the space of two months to commence from & time of his Discharge from the Commitment for Costs aforesaid. - sold for 10^s. & Cost paid -

J. Rex } John Worthington Esq Attorney to our sovereign Lord the king in this behalf here.
Wright } instantly informs and gives this Court to understand that Elijah Wright of Springfield in the County of Hampshire yeoman on the last day of January last at s.^d Springfield did hunt and kill one wild Deer and then and there had in his possession the raw flesh and raw skin of one wild Deer killed since the 21st day of December last Contrary to the Law of this Province in that Case made & provided the Peace of the s.^d Lord the king his Crown and dignity - The s.^d Elijah now comes before the Court (being held by recognizance for this purpose) and being put to plead and answer to the premises he pleads that he is guilty - It is therefore Considered by the Court that the deft. shall pay a fine of £20 lawful money for his offence aforesaid - to be the one moiety thereof to his Majesty for the Support of the Government & of other moiety to Samuel Warner of s.^d Springfield of Informer & Cost of prosecution taxed at £2. 2. 6 Standing Committed & - And the deft. protesting here before this Court that he is unable to pay the fine It is further Considered that he be disposed in service to any of his Majesty's liege Subjects to satisfy for s.^d Offence for if space of two months to commence from & time of his discharge from of Commitment for Costs aforesaid. - sold for 30^s. w^t with of Cost was paid -

J. Rex } John Worthington Esq Attorney to our sovereign Lord the king in this behalf here in
Stebbins } Court instantly informs and gives this hon^{ble} Court to understand that Aaron Stebbins the second of Springfield in the County of Hampshire yeoman did on the 19th of January last at s.^d Springfield willingly and willingly hunt and kill one wild Deer and then and there had in his possession the raw flesh & raw skin of a wild Deer killed since the 21st day of December last Contrary to the Law of this Province in such Cases provided against the Peace of the s.^d Lord the king his Crown and Dignity - And the said Aaron now comes before the Court (being held by Recognizance for this purpose) and being put to plead and answer to y^e premises he says that he is guilty - It is therefore Considered by the Court that the said Aaron do pay a fine of £20 to be of one moiety thereof to his Majesty & and the other moiety to Samuel Warner the original Informer & Cost of Prosecution taxed

tailed at three pounds 1/6. Standing Committed & the s^d Aaron protesting here before his Court that he is not able to pay the said fine It is further considered that he is disposed of in service to any of his Majesty's liege Subjects for the space of two months from the time of his Discharge from the Commitment for Costs as aforesaid. - sold for 37/.

John Worthington Esq Attorney to our Lord the King in this behalf here in Court { B. Rex complains and gives your honors to be informed that Jonah Cooley of Springfield (Cooley) the County of Hampshire German on the Last day of January last did hunt and kill one wild deer and then and then had in his Possession the raw skin and raw flesh of a wild deer killed since the 21st day of December last contrary to the Law of this Province in such Cases provided the peace of the said Lord the King his Crown and Dignity - And now comes before the Court the s^d Jonah being held by recognizance for this purpose and being put to plead & answer to the promises he pleads that he is guilty thereof - It is therefore considered by the Court that y^e Deft. pay a fine of £10. lawful money to be of one moiety thereof to his Majesty & and the other moiety to Joseph Liskley the s^d of said Springfield the original Informer & Cost of prosecution taxed at thirty five shillings - Standing Committed & And the said Jonah here in Court protesting that he is not able to pay of fine aforesaid It is further ordered that he be disposed of in service to any of his Majesty's liege Subjects for the space of two months to be in from & time of his Discharge from such Commitment for Costs as aforesaid. sold for 34/.

John Worthington Esq attorney to the s^d Lord the King in this behalf here in Court { B. Rex complains and gives this Court to be informed that Daniel Button of Stafford in the County of Hartford & Colony of Connecticut German at South Hadley in the County of Hampshire on the 13th day of February last (the same being Sabbath or Lord's day) did unnecessarily travel from a place called Shipnuck in the s^d Township of Springfield to s^d South Hadley the Distance of ten miles and did then and there viz at s^d Springfield exercise the business of hunting after wild deer and then and then did with his Gun Snow shoes and dogs labour and exercise himself in hunting and then and there sported himself in the Chase of deer as aforesaid and pursued such deer on s^d day with his dogs at s^d South Hadley & at s^d Springfield more than ten miles All which is contrary to the Law of this Province in that Case made and provided the peace of the s^d Lord the King his Crown and Dignity - Which Information was now made - And now the s^d Daniel comes before the Court (being held by Recognizance for this purpose) and being set to the bar and put to plead & answer to the Information he pleads that he is in nothing guilty thereof and thereof puts himself on the Country - A Jury being sworn according to Law to try the Issue between the s^d Lord the King and y^e Deft. after a full hearing return their Verdict therein that is they on their Oath say the Deft. is guilty in part to wit of unnecessary travelling as charged in y^e Information - It is therefore considered by the Court that the s^d Daniel do pay a fine of £10. 15s. lawful money to be disposed of according to Law viz to be to the use of the poor of the District of South Hadley & Cost taxed at three pounds 8/3. Standing Committed & fine & Cost paid

John Worthington Esq Attorney to our Sovereign Lord the King in this behalf here { B. Rex in Court gives this Court to understand that Isaiah Butler of Stafford in the County of Hartford and Colony of Connecticut German at South Hadley in the County of Hampshire on the 13th day of February last (the same being Sabbath or Lord's day) did unnecessarily travel from a place called Shipnuck in the s^d Township of Spring-

J. Rex } Springfield vs. South Hadley the Distance of ten miles and did then & there viz
Butler } at said Springfield exercise the business of hunting after wild Deer and then
 and then did with his Gun Snow shoes and Dogs labour and exercise himself
 in hunting and then and there sported himself in the Chase of Deer as aforesaid
 and pursued such Deer with his Dogs on s^d Day in the Woods at s^d South-
 Hadley and at s^d Springfield more than ten miles Contrary to the Law of
 this Province in that Case made and provided to The s^d Isaiah now comes
 before of Court (being held by recognizance for this purpose) and being put to
 plead to the premises he says he will not contend with the King &c. It is
 therefore Considered by the Court that the Def^t. pay a fine of fifteen Shillings
 lawful money to be to the use of the poor of said South Hadley & Cost of prosecu-
 tion taxed at £3. 6s. 7d. Standing Committed &c. paid

J. Rex } The Grand Jurors for our Lord the King for the body of the County of Hampshire
John } do on their Oaths present John Butler of South Hadley in the same County
Butler } yeoman for that s^d John at s^d South Hadley on the 13th day of Feb^y last
 (the same being Sabbath or Lord's Day) did unlawfully travel from a place
 called Shipmuck in the s^d Township of Springfield vs. South Hadley a distance
 of ten miles and did then and there viz at s^d Springfield exercise of business
 of hunting after wild deer and then and there did with his Gun Snow shoes
 and Dogs labour and exercise himself in hunting and then and there sported
 himself in the Chase of Deer as aforesaid and pursued such Deer with his Dogs on s^d
 day in the Woods at s^d South Hadley and at s^d Springfield more than ten miles
 all which is Contrary to the Law of this Province in that Case made & provided
 and the King's peace - Which Presentment was now made and signed John
 Hawkes foreman, The s^d John Butler now comes before the Court in the custody
 of Oliver Dartridge by the Sheriff and being set to the bar and put to plead
 and answer to the premises he pleads that he is in Nothing guilty thereof
 and of this puts himself on the Country - A Jury being sworn according to Law
 to try the Issue between our Lord the King and the Def^t. after a full hearing
 Return their Verdict therein that is they on their Oaths say the Def^t. is guilty
 of unlawful travel and of Labour on the Sabbath according to the Present-
 ment. It is therefore Considered by the Court that the s^d John Butler for s^d first
 Offence viz unlawful travel shall pay a fine of 15s. and for the other offence
 viz for Labour as aforesaid that he pay a fine of 10s. both to be to the Use of poor
 of the District of South Hadley aforesaid. Cost of Prosecution taxed at £4. 0s. 3d.
 Standing Committed &c. paid

J. Rex } John Worthington Esq Attorney to our Sovereign Lord the King in this behalf
Wood } here in Court Complaions and gives this Court to understand and be informed that
 Ebenezer Wood of Monson in the County of Hampshire yeoman at said Monson on
 the first day of February last did wittingly & Willingly hunt and kill two wild deer
 and then and there had the raw skins and raw flesh of Two wild Deer in his pos-
 session killed since the 21st day of December last Contrary to the Law of this Province
 in that Case made and provided the peace of the said Lord the King his Crown and
 Dignity. And now comes before the Court the s^d Ebenezer being held by recognizance
 for this purpose and being put to plead and answer to this Information he pleads
 that he is in Nothing guilty thereof and thereof submits himself upon his Country
 A Jury thereof being sworn according to Law to try the Issue between our said
 Lord the King and the Def^t. After a full hearing return their Verdict therein
 That

That is they on their oaths say the Deft. is guilty in part viz of having the raw flesh
of a deer killed contrary to Law as aforesaid. - It is therefore considered by the Court y^t
the Deft. for his s^d Offence do pay a fine of £10. lawful money to be the one moiety
thereof to his Majesty for the support of the Government & and the other moiety to
Samuel Warner of Springfield the original Informer and Cost of Prosecution taxed
at five pounds 8s. standing committed to the s^d Wrenses protesting here before this
Court that he is unable to pay the aforesaid fine it is further considered that he be sold
to any of his Majesty's liege people for the space of two months from the time of
his discharge from his aforesaid commitment for Costs & - sold for 6s. paid 8s. 6d.

John Worthington Esq Attorney to our sovereign Lord the King here in Court in this behalf instantly informs and gives this Court to understand and be informed that
Elisha Taylor of South Hadley in the County of Hampshire yeoman did on 4th Last
day of January last at s^d Hadley hunt and kill one wild deer and then and there
had in his possession the raw flesh and raw skin of a deer killed since the 21st day
of December last contrary to the Law of this Province in that Case made & provided
the peace of the s^d Lord the King & - The s^d Elisha now comes before y^e Court in y^e
custody of the Sheriff and being put to plead to the premises he immediately
says that he will not contend with the King & It is therefore considered that the
said Elisha for his offence aforesaid shall pay a fine of £10. lawful money to be to his
Majesty for the support of the Government & and Cost of Prosecution taxed at 20s.
standing committed & but the s^d Elisha protesting here before the Court that he is not
able to pay the aforesaid fine it is further considered that he make satisfaction for his
offence by service for the space of two months and that he be sold accordingly to any
of his Majesty's good Subjects the time of his s^d service to commence at his Discharge
from his commitment aforesaid for Costs - sold for 40s. paid - & Cost also -

John Worthington Esq Attorney to our sovereign Lord the King in this behalf here in Court instantly informs and gives this Court to understand that Daniel Button of Stafford in the
County of Hartford in the Colony of Connecticut at s^d Springfield on the Last Day of
January last did hunt and kill two wild deer and then and there had in his
possession the raw flesh and raw skins of two wild deer killed since the 21st day
of December last contrary to one Law of this Province against the peace &
the Deft. now comes before the Court (being under Recognizance for this purpose) &
being put to plead to the premises immediately thereupon he says that he will not
contend with the King but submits himself to the King's Grace - It is therefore
considered that the said Daniel for his s^d Offence do pay a fine of £20. to be the
one moiety thereof to his Majesty for the support of the Government & and the other
moiety to Titus Pomroy of South Hadley of Original Informer & Cost of Prosecution
taxed at four pounds 15s. standing committed & And the s^d Daniel protesting here in
his Court that he is not able to pay the fine aforesaid It is further considered that he make
satisfaction by service for his offence and that for this purpose he be sold to any of his
Majesty's liege Subjects for the term of 4 months to commence from his Discharge
from the commitment for Costs aforesaid - sold for 20s. paid 8s. 6d. likewise -

John Worthington Esq Attorney to our sovereign Lord the King in this behalf here in Court instantly complains and gives this Court to understand and be informed that Isaiah Butler
of Stafford in the County of Hartford and Colony of Connecticut yeoman at s^d Springfield
on the tenth of February last did hunt and kill two wild Deer and then and there had
in his possession the raw skins and raw flesh of two wild Deer killed since the 21st
day of December last contrary to the Law of this Province in that Case made and
provided the peace of the s^d Lord the King his Crown & Dignity - The

108 -
D. Rex
Isaiah
Butler
The said Isaiah now comes before the Court being held by recognizance for this purpose) and being put to plead and answer to the premises immediately thereupon he declares that he will not contend with the King but submit himself &c. It is therefore Considered by the Court that the debt for the offence afores^d do pay a fine of £20. lawful money to be the one moiety thereof to his Majesty for y^e support of the Government &c. and the other moiety to Titus Pomroy of S^t. Hadley y^e original Informer & Cost taxed at £4.12.1. standing Committed &c. - The s^d Isaiah protesting before this Court that he cannot pay the afores^d fine it is further Considered that he be disposed of in service to satisfy for y^e offence to any of his Majesty's liege people for the space of four months to commence from the time of his Discharge from the Commitment for Cost afores^d - sold for 30/- Cost paid

D. Rex
John
Butler
John Worthington by Attorney to our sovereign Lord the King in this behalf here instantly in Court complain and gives your honors to be informed that John Butler of South Hadley in the County of Hampshire yeoman at S^t. Hadley on the last day of January last did wickedly hunt and kill three wild deer and then and there had in his possession the raw skin and raw flesh of three wild deer killed since the 21st day of Dec^r last Contrary to the Law of this Province in that Case provided and the Peace of the s^d Lord the King - The s^d John Butler now comes before the Court in the custody of the Sheriff and being put to plead and answer to the premises he says he will not contend with the King &c. - It is therefore Considered by the Court that the s^d John Butler for his offence afores^d do pay a fine of £30. lawful money to be of one moiety thereof to his Majesty & the other moiety to Joseph Ashley the 3^d of Springfield the Original Informer & Costs taxed at four pounds 15/- standing Committed &c. And the s^d John Butler protesting here before the Court that he is not able to pay the s^d fine it is further ordered that he be disposed of in service to satisfy for y^e offence to any of his Maj^y's liege Subjects for the space of six months to commence upon his discharge from the afores^d Commitment for Cost - sold for 20/- Cost paid

D. Rex
Burt
John Worthington by attorney to our sovereign Lord the King in this behalf here in Court complain and gives this Court to understand and be informed that Joseph Burt of Springfield in the County of Hampshire yeoman on the tenth day of February last past at said Springfield did wickedly hunt and kill one wild Deer and then and there had in his possession the raw skin and raw flesh of a wild Deer killed since the 21st day of December last Contrary to a Law of this Province in that Case made and provided and against the peace &c. - And now comes before the Court the s^d Joseph (being held by recognizance for this purpose) and being put to plead and answer to this Information immediately thereupon in order to acquit himself from y^e same he pleads that he is not guilty and thereof he puts himself upon the Country - A Jury being sworn according to Law to try the Issue between our^s Lord the King and the debt after a full hearing return their Verdict therein that is, they on their Oaths say the debt is guilty - It is therefore Considered by the Court that the debt pay a fine of ten pounds to be the one moiety thereof to his Majesty & the other moiety to Joseph Ashley the 3^d of Springfield the Original Informer and Cost taxed at five pounds 6/- standing Committed &c. - The s^d Joseph protesting here before y^e Court that he cannot pay the fine afores^d It is further Ordered that he be disposed of in service to satisfy for y^e offence for y^e space of two months commencing at y^e time of his discharge from y^e Commitment afores^d for Cost - sold for 40/- Cost paid

D. Rex
Attorney
John Worthington by Attorney to our Sovereign Lord the King in this behalf here in Court instantly inform and gives your Honors to understand & be informed that

Benoni Atchison ^{Junr} of Springfield in the County of Hampshire yeoman at s^d Springfield s^d Rex
on the 19th of January last did wittingly hunt and kill one wild deer and then and there
had in his possession the raw skin and raw flesh of a Deer killed since y^e 21st Atchison
day of December last Contrary to Law of this Province in that Case made and pro-
vided and against the peace &c. And the s^d Benoni now comes before the Court
being held by recognisance &c and being put to plead and answer to the s^d premises
he immediately declares that he will not contend with the King - It is therefore
considered by the Court that y^e s^d Benoni do pay a fine of £10 lawful money
to be of one moiety thereof to his Majesty for y^e support of the Government &c &
the other Moiety to Joseph Ashley the third of s^d Springfield and Cost of Prosecu-
tion taxed at one pound 2s. The s^d Benoni standing Committed &c. Afterwards the Deft.
now here in Court protesting that he is not able to pay the fine afores^d it is further
considered that to satisfy for y^e offence he be disposed of in Service to any of his Maj^y's
liege Subjects for y^e term of two months to commence from y^e time of his discharge
from the afores^d Commitment for Cost sold for 3s. Cost paid -

John Worthington Esq Attorney to our sovereign Lord the King in this behalf here
Court informs and gives this Court to understand that Elisha Tene Junr of Springfield s^d Rex
in the County of Hampshire yeoman did at s^d Springfield on the 20th day of Jan^y there
last hunt and kill one wild Deer and then and there had in his possession the raw flesh
and raw skin of a wild deer killed since the 21st day of December last Contrary to the
Law of this Province in that Case provided & the peace of the s^d Lord the King &c.
And now comes before the s^d Court the s^d Elisha being held for this purpose & being put to plead
and answer to the premises immediately he declares that he will not contend with
the King - It is therefore Considered by the Court that the s^d Elisha do pay a fine of
£10. to be the one moiety thereof to his Majesty and the other moiety to Joseph Ashley
the third the original Informer & Cost taxed at three pounds & seven pence standing
Committed &c. Afterwards the s^d Elisha now here protesting before this Court that
he is unable to pay the afores^d fine It is further Considered that for to satisfy for y^e said
offence the s^d Elisha be disposed of in Service for the space of two months to commence
from the time of his discharge from the afores^d Commitment for Cost to any of his
Majesty's liege Subjects - sold for 3s. Cost paid -

John Worthington Esq Attorney to our sovereign Lord the King in this behalf here in
Court informs and gives this Court to understand that Benj^a Warriner Junr of Springfield s^d Rex
in the County of Hampshire yeoman at said Springfield on the last day of January last
did hunt and kill one wild deer and then and there had in his possession the raw flesh
and raw skin of a wild deer killed since the 21st day of December last Contrary to the
Law of this Province in that Case provided and the King's peace &c And now comes
before the Court the said Benj^a and being put to plead to the premises immediately
he declares that he will not contend with the King - It is therefore Considered by
the Court that the said Benjamin shall pay a fine of £10 to be of one moiety thereof
to his Majesty for the support of Government &c and the other moiety to Joseph Ashley
the third of s^d Springfield and Cost of Prosecution taxed at one pound 2s. standing
Committed &c. afterwards it appearing to the Court that y^e s^d Benj^a is unable to pay
the fine it is further Considered that he shall make satisfaction for his s^d Offence
by Service and that for this purpose he be disposed of to any of his Majesty's liege
Subjects for the term of two months to commence at the time of his discharge
from the Commitment for Cost sold for 3s. Cost paid -

to the A

109.
S. Rex
Warner
John Worthington Esq Attorney to our Sovereign Lord the King here in Court in this behalf inform this Court that Samuel Warner of Springfield yeoman on the 19th of Jan^y last at s^d Springfield did hunt and kill one wild Deer and then & there had in his possession the raw flesh and raw skin of a wild deer contrary to Law &c And afterwards now at this same term the s^d John comes and declares that he will no further prosecute the s^d Information against the s^d Samuel - And it is therefore dismissed -

S. Rex
Blip
John Worthington Esq Attorney to our Sovereign Lord the King in this behalf here in Court complains and gives this Court to understand and be informed that Ebenezer Blip of Monson in the County of Hampshire yeoman at s^d Monson on the last day of January last did willingly and willingly hunt and kill two wild Deer and then and there had in his possession the raw skin and raw flesh of two wild deer killed since the 21st day of December last contrary to the Law of this Province in that Case provided the peace of the s^d Lord the King his Crown & Dignity And now comes before the Court the said Ebenezer (being held by recognizance for this purpose) and being put to plead and answer to the premises immediately the said Ebenezer to acquit himself therefrom pleads that he is not guilty and thereof puts himself on the Country. A Jury being sworn according to Law to try the Issue between our Sovereign Lord the King and the deft. after a full hearing return their Verdict therein that in they on their Oaths say the deft. is guilty in part to wit of having killed one wild deer contrary to Law - It is therefore considered by the Court that the s^d Eben^r for the afores^d Offence do pay a fine of £10. to be of one moiety thereof to his Majesty for the Support of the Government &c and the other moiety to Samuel Warner of Springfield who was the original Informer and Cost of Prosecution taxed at £5.1.4 Standing Committed &c -

The deft. appeals from the Judgment of this Court to the next Superior Court of Judicature Court of Assize and General Goal Delivery to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next & the Deft. as principal in the sum of £20. Aaron Blip and W^m Stebbins both of Springfield Jurats in £10 each recognize to our s^d Lord the King for if persons Appearance of if s^d Eben^r At the s^d Court and for his prosecuting the appeal with Effect for his abiding of order of s^d Court in the premises that he be of good Behaviour in prison time and do not depart from s^d Court without Licence.

W. Rex
Joseph Took of Monson John King of Palmer Samuel Warner & Eben^r Cadwell both of Springfield all severally recognize in £5. to our s^d Lord of King for their respective personal appearance at s^d Court of Assize to give evidence for the King especially touching if Premises -

S. Rex
Stebbin
John Worthington Esq Attorney to our Sovereign Lord the King in this behalf here in Court instantly inform and gives this Court to understand and be informed of William Stebbins Jun^r of Springfield in the County of Hampshire yeoman did on the last day of January last at said Springfield willingly & willingly hunt and kill two wild deer and then and there had in his possession the raw skin and raw flesh of two wild Deer killed since the 21st day of December last. Contrary to Law of this Province in that Case made and provided the peace of the said Lord the King his Crown and Dignity - And now comes before the Court the said William (being held by recognizance for this purpose) and being put to plead and answer to the premises he pleads that he is not guilty and of the puts himself on the Country - A Jury thereof being sworn according to Law to try

try the Issue between our s^d Lord the King and the Deft. after a full hearing
return their Verdict therein that is they on their Oaths say the Deft. is guilty in
part to wit of having been possessed of the raw flesh and raw Skin of one Deer
as afores^d. It is therefore considered by the Court that the s^d William pay
a fine of £10. lawful money to be the one moiety thereof to his Majesty and the
other moiety to Joseph Ashley the 3^d of s^d Springfield who was the original
Informers in this Case and Cost of Prosecution taxed at £4.18.2 standing
committed &c — The Deft. appeals from the Judgment of this Court to a
Superior Court of Judicature Court of Assize and General Goal Delivery to
be holden at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next and the s^d W^m Principal in the sum of £20.
W^m Stebbins of s^d Springfield Gent. and W^m Bliss of Menston yeoman Juniors
in of sum of £10. each recognize to our s^d Lord the King for of personal appearance
of the s^d W^m first named at s^d Superior Court & to prosecute the appeal with
effect for his abiding of Order of s^d Court on the premises for his not departing
hence without licence and for his being of good behaviour in the mean time.
W^m Stebbins Gent above named and Son^a Burt yeoman both of s^d Springfield
recognize to our s^d Lord the King in the sum of £5 each to appear at s^d Court
of Assize to give evidence for the King especially touching the foregoing Informⁿ
and the s^d W^m last named also recognizes to the King in the sum of £5. in behalf
of Isaac Frost of s^d Springfield a minor for the personal appearance of
Isaac at s^d same Court of Assize to give evidence touching of premises —

Aaron King of Westfield in the County of Hampshire yeoman humbly shews That there
was in the Assessment last made by the Assessors for the s^d Town of Westfield called the Province
Tax for the year 1762 set and apportioned upon him six pounds 13/7 by the s^d Assessors which
sum the said Aaron says was by one third part thereof more than his proportion with others
of the sum total of the s^d Assesment according to the rule given in the Act of the General
Assembly whereby the s^d sum total of the said Assesment was set on the s^d Town of Westfield
s^d Aaron also complains that in the Assesment called the Town and County Assesment
by the Assessors of the s^d Town of Westfield for the year 1762 he was assessed the sum
six pounds 6/2 which sum he says is more by one third thereof than his proportion with
others of the sum total of the said Assesment and the complainant says that he has since
the making of the said Assesments and while the said Assessors who made the s^d Assesment
were in office made application to the s^d Assessors of the Town of Westfield for the time then
being that they would ease him and abate some part of the sum set upon him in the several
Assesments afores^d but they altogether refused to abate any part of the same to him the s^d
Aaron or grant him any relief in the premises He therefore humbly prays your Honors
consideration of the premises and that such relief may be given by your Honors therein
as to Law and Justice belongs — Aaron King Read and Ordered that the Assessors for
the s^d Town of Westfield for the time being be summoned to appear before of Justices
of this Court at the next Term of the Court to answer to this Complaint and to shew
cause if any they have wherefore the s^d Aaron should not be abated some part of the
sums set upon him as afores^d and that they then bring into the s^d Court the Lists of the
said Assesments

The Petition of Oliver Partridge of Hatfield in the County of Hampshire Esq. humbly
sheweth that the Assessors for the Town of Delham in the s^d County for the year 1761 rated or
assessed your Petitioner in the several Rates raised in s^d Town in s^d Year viz the Province
County Town and School Rates to the amount of 19/2 without having right so to do and
Contrary

Partridge
vs
Oliver
of Pelham
contrary to Law and your Petitioner has applied himself to the said Apeiron that they would abate the same which they utterly refuse to do wherefore your Petitioner prays your Honor that he may be abated the ^d Rates in due Course of Law and as in Duty binds shall ever pray - Oliver Partridge - Read and Ordered that the ^d Apeiron for y^e ^d Town of Pelham for the year 1761 be summoned to appear at the next Court of General Sessions of the Peace &c to answer to this Complaint and to shew Cause if any they have wherefore the prayer of the ^d Oliver afores^d should not be granted him And also to produce in the ^d Court the Lists of their ^d Several Apeironments -

Joseph
Root &
Al-
Petitioner
The Petition of the Subscribers humbly sheweth that whereas some of y^e Inhabitants of Montague of the Land adjacent to the Great falls of Greenfield Fall town New Guilford and other towns situated to the Westward of Connecticut River are in great need of a Road to extend from falltown Southward to the Great Falls and there to have a ferry across Connecticut River near Mr. Timothy Childs, there being a very convenient Place for a ferry to the Northward of ^d Great Falls, and from thence to extend Southwesterly on the East Side of said River so as to join a Country road already laid out thro' Lands in ^d Montague to join ^d Road near the dwelling house of Mr. David Ballard said Road will be extremely convenient for all such as desire to travel to the Eastward as it will be a good feasible Road and will save several miles travel there being no ferry between Northfield & Wells's opposite to about the middle of Montague which is a very round about and indirect Road as it will also be very advantageous to poor people inhabiting the above places on account of a very profitable fishery at the falls in granting this your Honor We apprehend will greatly benefit the public and your Petitioners will ever pray &c Joseph Root &c - Read and ordered that this Petition lie till the next Term of this Court for the Court then to consider of the same -

Hawks
vs
Lottan
Petitioner
The Petition of John Hawks Esq; Jonathan Ashley Jun^r Gent. and Thomas Williams Jun^r all of Deerfield in the County of Hampshire humbly pray your Honor would permit your Petitioners to put down a small pound with two small Wings in Deerfield River above the Road that leads from ^d Deerfield to Charlemont for the purpose of taking Salmon said Pound not to extend across the River so as to prevent or turn the natural Course of the fish - Read and ordered that the Petitioners be and they hereby are allowed to erect such a pound as afores^d in ^d River above the ^d Highway with two small wings as afores^d to be renewed & Continued during the pleasure of the Court -

Gunn
&
Associates
Pet^r
The Petition of the Subscriber humbly sheweth that Whereas Numbers of Salmon annually pass up the Stream called Miller's River few or none of which are commonly caught as it chiefly runs thro' an uninhabited Wilderness nor can any number be taken, as the River is very where rapid and the bottom rough, in any method but by erecting Weirs or pounds for that purpose and in that Method Numbers might be taken for the benefit of the Public and y^e Petitioners in particular - And whereas by an Act of this Province Wares &c are not allowed to be erected on any River without Permission first obtained from the Gen^l Sessions of the County The Petitioners therefore in Obedience of y^e Laws humbly beg leave of this hon^{ble} Court to erect Weirs or pounds to the Number of two on ^d River to extend about half across the Channel of the same to be renewed & continued yearly during your Honor's pleasure and your Petitioners will ever pray &c Moses Gunn & Associates - Read and Ordered that the ^d Moses Gunn shall be and hereby he is allowed to erect two Weirs or pounds on ^d River each

each whereof to extend about half a crop the Channel thereof the Jarne to be renewed and continued during the Court's pleasure -

Incase Childs who stood bound by recognizance taken before this Court at the last term thereof to make his personal appearance before the Justices now here to answer to the Complaint of Hannah Moulton of S^t Brimfield & now comes here and the s^d recognizance is now discharged from the s^d Recognizance by Involⁿ by order of Court

Hannah Moulton of South Brimfield spinster comes before the Court and here in this Court freely confesses that she committed the Crime of fornication at S^t Brimfield in the month of January 1762 Contrary to Law &c - This Court having Considered of the Offence of the s^d Hannah afores^d do order that she pay a fine of 15^s lawful money to be to his Majesty & Cost standing Committed &c -

Eunice Smith of Springfield single woman comes here into this Court and here freely confesses that on the 17th day of May 1762 she committed the Crime of fornication Contrary to Law &c The Court having Considered of the aforesaid Offence do order that the s^d Eunice Pay a fine of 15^s lawful money to be to his Majesty for the support of the Government & Cost standing Committed &c -

Lillah Cranny of Westfield comes before this Court and here freely confesses that in the month of March 1762 she committed the Crime of fornication Contrary to Law &c This Court having Considered of the Offence do order that the s^d Lillah do pay a fine of 15^s lawful money to be to his Majesty for the support of the Government & and Cost of Court standing Committed &c -

Rhoda Allin of Greenfield comes before the Court and here freely confesses y^t in the month of September 1761 she committed the Crime of fornication Contrary to Law &c The Court having Considered of the Offence do Order that the s^d Rhoda do pay a fine of 15^s lawful money to be to his Majesty for the support of the Government & Cost of Prosecution standing Committed &c paid

William Boltwood Gent. Solomon Boltwood yeoman & Alexander Smith yeoman all of W^m Amherst recognize to our sovereign Lord the King in the respective sums following viz the s^d W^m principal in the sum of £20. and the s^d Solomon and Alexander jointies in £10 each for the personal appearance of the s^d W^m before y^e Justices of our s^d Lord the King at the next Court of General Session of the peace to be held at Springfield &c on y^e Last Tuesday of August next to answer to the presentment of the Grand Jury now lying against him for killing a Wild Deer Contrary to Law &c. Solomon Boltwood yeoman James Mirick yeoman and Nathan Allin yeoman severally recognize to our s^d Lord the King ^{in the sum of £5} to make their personal appearances at the same Court to testify what they know of the premises -

Thomas Smith of Hadley yeoman Alexander Smith yeoman and W^m Boltwood Gent. both of Amherst recognize to our sovereign Lord the King in the Respective Sums following viz the s^d Thomas principal in the sum of £20. the s^d Alexander and W^m jointies in £10 each for the personal appearance of the s^d Thomas at the next Court of General Session of the Peace to be held at Springfield to answer to the presentment of the Grand Jury now at this Term found against him &c -

Thomas Selden of Hadley yeoman and Margaret Tarrant of the same town single woman severally recognize to our said Lord the King in the sum of £5 to make their personal appearance at y^e Court to give evidence touching y^e premises.

James Laurence Physician Honorer Bishop yeoman and John Ingersoll yeoman all
of Brimfield here before this Court severally recognize to our Lord the King in the
Sum of £5 to make their personal appearance respectively before the Justices
of this Court at the Next Term thereof to testify what they know touching any of
the King's matters that may then be before the said Court.

Richard Rogers to have Gates Upon the Motion of Joseph Hawley Esq. It is Ordered that Richard Rogers of
Ware may have Liberty to set up and maintain Great Gates in the High Way
leading from Palmer to Hardwick on each side of his farm there thro which of
said road goes where the fence stands on the same and to renew & continue of 2
Gates during the Court's Pleasure.

William Williams of Hatfield gent. presents to the Court his Account for Services
he has performed for of County the Year past amounting to four pounds 5s. praying
the same may be allowed & this Court having seen the s^d Account do allow
the same & it is ordered that the County Treasurer be directed to pay the s^d W^m
four pounds 5s. lawful money out of of County Treasury. Order is 9th May '63

It is ordered by this Court that the Sum of £43. 15. 1 is part of the Sum allowed
by this Court at a former Session thereof to of Committee appointed to build a
bridge in New Hingham on their account presented to the Court in August last
and for of payment of which there has no order yet passed be paid to Mr. Justice
Dwight or Mr. Stoddard two of of Committee afores^d as soon as may be the
Receiver standing accountable to the several persons named in the s^d Account
& that an order be issued to of County Treasurer accordingly. Order is 9th May '63.

Upon opening and sorting the Votes for a County Treasurer for the County of Hampsh^r
for the Year ensuing it appears that Edward Pyrchon of Springfield Esq. is by
a majority of Votes chosen to that Office. & the s^d Edward Pyrchon Esq. being now
here present is sworn in open Court accordingly.

John Moffit of Northfield is licensed by the Court to keep a ferry across Con-
necticut River in the road leading from Bernardston to Northfield the Year en-
suing And it is ordered that the fare for man and Horse be the same during the
Year that it was the last time he had licence. And Seth Field Esq. comes into
Court and by the leave of of Court freely recognizes to the King on behalf of
the s^d John for his faithful discharge of his Place in the Sum of £10.

John Hooker of Deerfield is licensed by the Court to keep a ferry across Con-
necticut River at the place called Hooker's ferry place in the road from Deerfield
to Sunderland And it is Ordered that the fare for Man and Horse from the
10th of November to the 20th of May shall be three pence the rest of of
Year 2. - And one penny one third of a penny for a single person thro of Year.
And he recognizes to our Lord the King in the Sum of £10 lawful money for of
faithful discharge of his Place.

Isiah Dwight Esq. of Springfield is licensed by the Court to sell Tea Coffee & China
Ware till the first Day of November next. And he recognizes to the King as Prin-
cipal in of Sum of £20 with Sureties viz Messrs. Cornelius Jones and Jephth Ely
in the Sum of £10. each for the s^d Isiah's keeping and reordering the Accounts
and paying the Duties by Law required.

Obadiah Dickinson of Hatfield Gent. is licensed by the Court to sell Tea Coffee and
China Ware until the first Day of November next out of his dwelling house there
And

And Nathaniel Dwight Gent. comes into Court and by the leave of the Court freely
recognizes to the King on behalf of the s^r Obadiash as principal in the sum of £20
with Sureties viz M^{rs} Cornelius Jones and Justindly in the sum of £10 each
for the s^r Obadiash, keeping and rendering the a/c^{ts} & paying the Duties by Law requir^d

Luke Blip Gent. & Lewis Blip Gent. in Comp^{ts} are licensed by the Court to sell Tea Coffee
and China Ware until the first day of November next out of their Store
and the s^r Luke recognizes to the King as principal in the sum of £20 for himself
and Comp^{ts} with Sureties viz M^{rs} Cornelius Jones and Justindly in the sum
of £10 each for y^e s^r Company, keeping and rendering of Accounts and paying
the Duties by Law required

Robert Breck Jun^r Gent. is licensed by the Court to sell Tea Coffee and China
Ware until the first day of November next out of his Store in Springfield and he
recognizes here in Court to the King as principal in the sum of £20. with Sureties
viz M^{rs} Moser Blip and Daniel Hitchcock in £10 each for his the s^r Robert's
keeping and rendering the accounts and paying the duties by Law required

William Eastman of s^r Hadley Trader is licensed by the Court to sell Tea Coffee
and China Ware out of his Store there till the first day of November next. And he
recognizes with Sureties as the Law directs, to wit the s^r W^m principal in £20. and
M^{rs} Cornelius Jones & Justindly Sureties in £10 each for the s^r William's keeping
and rendering the a/c^{ts} & paying the duties by Law required

Timothy Danielson of Brimfield Gent. is licensed by the Court to sell tea Coffee and
China Ware out of his Store there until the first day of November next. and he recog
nizes to the King as principal in the sum of £20. with Sureties viz M^{rs} Danielson
Booley and Moser Blip in the sum of £10 each for the s^r Tim^s his keeping and
rendering the Accounts and paying the duties by Law required

George Lynnhon of Springfield Gent. is licensed by the Court to sell Tea Coffee & China
Ware out of his Store there from this time to the first of November next. He recog
nizes to the King as principal in the sum of £20. with Sureties viz Edward
Lynnhon Jun^r and Simeon Strong gent. in £10 each for the s^r George's keeping and
rendering the Accounts & paying the duties by Law required

John Russell of Deerfield yeoman is licensed by the Court to sell tea Coffee and
China Ware until the first day of November next. And Cornelius Jones Gent. comes
into Court and by the leave of this Court recognizes to the King as principal on behalf
of the s^r John in the sum of £20. with Sureties viz George Lynnhon Gent. & Thomas
Villiston yeoman in the sum of £10 each for his the s^r John's keeping & rendering
the Accounts and paying the Duties by Law required of him

On the 29th day of April 1762 Thomas Norton of Amherst and Sarah Barrett of Sunder
land were married - And on the 10th day of November 1762 Stephen Ashley and
Elizabeth Billing of Sunderland were married - And on the 14th day of December
1762 John Gould and Mary Barrett of Sunderland were married - And on
the 16th day of February 1763 Israel Chauncy of Sunderland & Elizabeth Petty
were married. And on the 17th day of Feb^y 1763. Caleb Smith and the Widow
Katherine Harwood of Sunderland were married - by the Rev^d Joseph Ashley pastor
of the Church in Sunderland - And the same Marriages recorded in the Clerk's office
in Sunderland as & Certificates thereof on file appears

Sunderland Marriages

Springfield - Pursuant to a Warrant under the hands of the Select-men of the Town of Springfield bearing Date the 19th day of April last Joseph Cowfoot and his wife Sarah Cowfoot and their children viz^t Joseph John and Sarah also Peter on the 22^d day of the same April were warned to depart from & immediately to leave the s^d Town by Moses Alvord Constable of Springfield who returns that according to the best of his knowledge the s^d Cowfoot has no propriety in s^d Town and that the s^d persons came from a place called Ware River - as *Warrant & Return* on file appears -

Northampton - Pursuant to a Warrant under the Hands of the Select-men of the Town of Northampton bearing Date the 14th day of March 1763 John Wake a transient Person the 15th day of the same Month was warned to depart from s^d Town by Samuel Baker Constable who certifies that according to the best Information he could get the s^d John had resided there ten days - as *Warrant & Certificate* on file appears -

Westfield - Pursuant to a Warrant under the Hands of the Select-men of the Town of Westfield bearing Date the Second day of May Current David Willcocks and Mary his Wife and Stephen Jonathan John Willcocks their sons and Mary Hannah and Lydia Willcocks their Daughters who all came from Herington in Connecticut last, and Aaron Willcock Grandson to the s^d David who came from Suffield last also Elias Willcocks and Lydia his Wife and Elias and Jared their sons and Ruth and Lydia Willcocks their Daughters who all came from Herington in Connecticut last on the 3^d day of May aforesaid were warned to depart and leave the Town of Westfield by Silas Fowler Constable of Westfield as *Warrant and Return* on file appears -

Deerfield - Pursuant to a Warrant under the Hands of the Select-men of the Town of Deerfield dated the 23^d day of February 1763. Zachariah Lamworth and Abigail his wife & Samuel their son and Abigail their Daughter who came from Pepperrell in the County of Middlesex on the 27th day of the same February were warned forthwith to depart from the s^d Town of Deerfield by Elded Badwell Const^{le} as *Warrant* on file appears.

Northfield - Pursuant to a Warrant under the hands of the Select-men of the Town of Northfield dated the 15th day of April last Alexander Swan and Alexander Swan Jun^r his son both of Lunenburg in the County of Worcester on the same 15th of April were warned to leave the Town of Northfield within fourteen Days by Joseph Burt Constable as by the Warrant and Return on file appears -

Amherst - Pursuant to a Warrant under the Hands of the Select-men of the District of Amherst bearing Date the 24th day of April 1763. Aquila Moffit on the day following was warned to leave the s^d District and every part thereof forthwith by Aaron Warner Constable of s^d District who certifies that upon diligent Inquiry made he finds the s^d Aquila has resided there ever since the 24th day of June last past as *Warrant* and return on file appear -

Eastman - The Petition of William Eastman and Heazer Nash both of South Hadley in County of Hampshire in behalf of the Public as well as themselves humbly shews that they your Petitioners humbly imagine that much benefit and Advantage would arise to if Public by making some Alteration of the County road lately laid out by order of this Honble Court leading from the place called Pine Hill in Amherst to the old Meeting House in said South Hadley viz^t by laying s^d Road from the place called the Crack of the mountain in a direct course to the New Meeting House in the East Precinct in s^d South Hadley and from thence in as direct a course as may be to the County road leading from Hadley to Springfield at or near the house of Moses Taylor in s^d South Hadley From such an Alteration in s^d Road your Petitioners humbly

humbly suggest that the Travel of two hundred and twenty three rods would be
owed to all his Majesty's liege Subjects travelling or transporting from Amherst to
Springfield and the Travel of one mile and half to all those from Belchertown
and the Places adjacent Your Petitioners therefore pray a Committee may be
appointed by this Honorable Court to inquire into the Premises with such powers
and direction therein as your honor shall think proper And as in duty bound
I will pray W^m Eastman Deane Nath^l Read and Ordered that Daniel
White Gent. Ebenezer Hunt Gent. Gad Lyman yeoman Elipha Hubbard yeoman
and Oliver Warner yeoman (the Committee that was on the roads in S^d Hadley
last fall) be a Committee to view the ground and lay out a Common Road from
Crack of the mountain to the S^d County road leading from Hadley to Springfield
or near the house of Moses Taylor if they shall judge such a road necessary for
the Public - Which S^d Committee are to give reasonable Notice to all persons interested
of the Time and place of their meeting for the S^d purpose and shall be under oath
to perform the S^d Service according to their best Skill and Judgment with most Con-
venience to the Public and least Prejudice or damage to private Property (if they
shall lay out the S^d Road) and shall also ascertain the Place and Course of the
said road in the best Way and manner they can Which having done the S^d Comtee
the Major part of them shall make Return thereof to the next Court of General
Sessions of the Peace to be held in S^d County after the Service is performed under
their Hands and Seals And if any Person be damaged in his other Property by
the lay out said Road the S^d Comtee or the Major part of them are empowered &
required under Oath to estimate the same and make return thereof as afores^d,
It is also further Ordered that the same Committee make an actual measure of
the Length of the Way from the S^d Crack of the mountain in the Course of the road
wayed for to the place where it shall intersect the S^d Road leading from Hadley and
also of the Length of the road already laid out from the said Crack of M^t mountain
to the place where such new proposed road shall unite with it and return the same
to this Court with their other doings in the Premises - And the Clerk of this Court
directed to serve the S^d Committee with a Copy hereof &c Copy W^m Eastⁿ in. 4. 14th May '63.

The Subscribers humbly apprehending that the laying and establishing an High
Way or Common Road in the Town of Ware in the County of Hampshire departing from
the present Country Road there called the bay road on the Top of Swift river hill and
running thence to the easterly line of the S^d Town of Ware more northerly than the
Course of the S^d Bay road that is to say from the top of the S^d Swift River hill to a
Place in Beaver Brook where a Sawmill formerly stood and from thence in a
Town Way as far as the meeting house in S^d Ware which lies Southward of Mr.
Hayer's farm and from the said meeting House in the directest feasible Course
to the House of Andrew Rutherford and from thence to a fording in Ware River
between Samuel Sherman's house and Henry Gilbert's and from thence by the said
Gilbert's House to the East Line of the Township of Ware which is the East Line of the
said County will be greatly for the Public Convenience as well as of Accommodation
to the Inhabitants of the S^d Town of Ware Do pray the order of this honorable Court
for the laying out such a road the Course above specified in manner as the Law
directs and they as in Duty bound Will always pray &c Jacob Burnoming &c.
Read and Ordered that J^s Daniel White of Hatfield Gent. Ebenezer Hunt
Gent. & Gad Lyman yeoman both of Northampton Elipha Hubbard of Hatfield
and Oliver Warner of Hadley yeoman be a Committee to view and lay out the road
wayed for in the Course above specified as near as may be, saving only that the

Order of
Commons
et al.

the Committee instead of beginning at the place mentioned on the Top of Swift River
Still are to begin and lay the Road from the foot of the bridge over Swift River -
Which s^d Committee are to give Seasonable Notice to all Persons interested of y^e
time and place of their meeting for^t Purpose And are to be under Oath to per-
form the s^d Service according to their best Skill and Judgment with most Conve-
nience to the Public and least Prejudice or Damage to private Property and
shall also ascertain the place and Course of s^d Road in the best Way & Manner
they can which having done the s^d Committee or the major part of them shall
make Return thereof to the next Court of General Sessions of the Peace to be
holden at said County after the Service is performed under their hands and Seals
and if any person be Damaged in his or her Property by the laying out of the s^d
Way the s^d Committee are impowered and required under Oath to estimate the
same and make Return thereof as afores^d And the Clerk of this Court is directed
to serve the s^d Committee with a Copy hereof & Copy Warrant is 14th May 1763.

Further
Order
on Capt.
Pratt's
Petition

This Court having taken into their further Consideration the Return of laying
out of the Highway by the Committee appointed by this Court at their Session
in August Last upon the Petition of Capt^r Pratt and others from the Northwest
Line of the Township of Suffield to the east line of the Township of Sandyfield in
the County of Berkshire Do now accept the s^d Return and establish the Way
therein described from the foot of Sodom Mountain so called Westward to the s^d
East Line of Sandyfield - But so far as the other part of the Way therein

173.

described by the s^d Committee is not laid agreeable to the Prayer of s^d Petition
and it appearing to this Court that such a Way as was prayed for is necessary for the
Public It is therefore Ordered that so much of the said Return as is not now allowed
do lie until the next Term of the Court for the Court then to consider of the same And
that in the mean time Mess^{rs} Moses Bliss Moses Field Thomas Stebbins Sully &
John Ely (the Committee formerly appointed upon the Petition afores^d) be directed
further to view and lay out a High Way from the said North West Line of the Township
of Suffield thro' the Southerly part of the Township of Westfield passing over y^e brook
called Strap brook and continued along top of the Neck of Land between the Two
ponds called Comomong ponds and so on until the same shall intersect or unite with
the Road afores^d laid from the foot of Sodom Mountain to the East Line of Sandyfield
as afores^d - Which s^d Committee are to give seasonable notice to all persons interested
of the time and place of their meeting for the purpose afores^d and shall be under oath
to perform the said Service according to their best Skill and Judgment with most
Convenience to the Public and least Prejudice or Damage to private Property and
shall also ascertain the place and Course of s^d Road in the best Way and manner
they can Which having done the s^d Committee or the major part of them are to
make return thereof to the next Court of General Sessions of the Peace to be held in s^d
County after the Service is performed under their Hands and Seals. And if any person
be Damaged in his or her property by the laying out said Way the s^d Committee are
impowered and required under oath to estimate the same and make Return thereof
as aforesaid - And the Clerk of this Court is directed ^{by resolution} the said Committee
with a Copy hereof & accordingly - Order & Bill made 14th May 1763.

It was moved that the whole of the above mentioned in s^d Order
adjoining should be put off for y^e next court & in which the Highways
should be laid out by the Committee appointed thereunto.

Highway
from
S^d Hadley
to
Belchertown

As the Subscribers being appointed a Committee to view, and lay out anew a High
Way from the Northwest Corner of William Smith's Lot not far from the meeting
House in the East Parish in South Hadley to the meeting House in Belchertown
in s^d County Seasonable Notice was given to all interested Person of the time and
place

place of our meeting for the purpose aforesaid and after carefully viewing we have laid out the said Highway anew the course of which is as follows Beginning on Coal^{*} Highway from P. Hadley to C. H. Heston
 will at a Stake and Stones two^{rod} Northward of the northwest Corner of W^m Smith's
 one on S^d hill running East 24° North 13 rods to a Stake and Stones then East 11° South
 7 rods to a heap of Stones then East 29° South 61 rods to a pine tree then East
 5° South 40 rods to a poplar Staddle then East 40° South 14 rods to a White oak
 Staddle then leaving the marked Line which runs on the north side of y^e meeting
 house and run East 20° South 69 rods coming two rods South of the Southeast Corner
 of the meeting House then running East 15° South 28 rods to an elm tree in the
 marked line then running East 30° South 51 rods to a heap of Stones then East 46
 rods then East 16° South 74 rods to a White oak tree then East 17 rods then East
 5° North 26 rods then East 39° North 16 rods to a white oak tree then East 10° N^o
 6 rods then East 10° South 38 rods then East 21° North 14 rods to a heap of Stones
 then South 25° East 39 rods to a red oak Staddle and stones then East 12° N^o 17
 rods to a White oak tree then East 36° North 25 rods then East 12° North 13 rods
 to a White oak tree then East 25° South 16 rods then East 30° North 12 rods then
 East 46° North 74 rods to a heap of Stones then East 40° North 45 rods to a heap of stones
 then East 3° North 360 rods then East 45° South 22 rods then East 3° North 176 rods to
 a pine Staddle on the North side of S^d Highway then East 20° South 79 rods then
 East 16° South 18 rods to a White oak tree on the north side of the Highway then East
 1° South 34 rods to a pine tree in the middle of S^d road then East 6° North 91
 rods to a white oak tree then East 46° South 22 rods to a pine tree then East 10°
 South 21 rods to a red oak tree then East 33° North 24 rods then East 15° South
 8 rods to a White oak tree then East 8° North 23 rods then East 40° North 13 rods
 then East 10° North 18 rods then East 10° South 10 rods to a heap of Stones then East
 18° South 10 rods then East 45° South 16 rods then East 25° South 32 rods then East
 14° North 18 rods to a White oak tree then East 5° North 20 rods then East 2° South
 20 rods to a white oak tree then East 41° North 34 rods to a white oak tree then East
 2° South 12 rods to a White oak tree then East 11° North 16 rods then East 42° North
 1 rods to a White oak tree then East 32° North 34 rods to a pine tree then East 35°
 North 40 rods to a pine tree then East 12° North 20 rods to a pine Staddle then East
 13° South 13 rods to a Chestnut Staddle then East 7° North 32 rods to a pine tree
 then East 19° South 18 rods to a heap of Stones then East 8° North 24 rods then East
 2° North 17 rods then East 32° South 24 rods then South 27° East 34 rods to a White
 oak tree then East 6° South 24 rods to a pine tree then East 7° North 22 rods then
 East 20° North 26 rods then East 11° North 22 rods to a pine tree then East 21° North
 7 rods then East 45° North 14 rods to a heap of Stones then North 37° East 45 rods
 then North 45° East 19 rods to a pine tree then East 23° North 18 rods to a red oak
 tree then East 37° North 14 rods to a pine tree then North 17° East 13 rods to a pine
 tree then East 39° North 21 rods to a heap of Stones then East 24° North 13 rods to a
 red Oak tree then East 15° North 15 rods to a red oak tree then East 18 rods to a
 red oak tree then East 27° South 16 rods to a heap of Stones then running as y^e path
 and fences now are 96 rods going on the westerly side of Capt^s Dwight's Cottage
 and there joining the Country road the said Highway to be four rods wide and the
 marks to be the middle thereof except those mentioned to be of north side - {Width
 Given under our hands and seals the first day of March Anno Domini 1763.

Edw Lyman & Seal
 Eliza Hubbard & Seal

Daniel White and Seal
 Benes Hunt & Seal
 Oliver Warner & Seal
 And

114- And the s^d Committee also return that the Damage done to Ensign Daniel Nash by laying the above described High Way according to their estimation is two pounds. The above recited return being read and Considered by the Court is accepted & allowed together with the estimation of Damages afores^d & it is ordered that the s^d Return be at large recorded in the records of this Court and that the Way therein described shall hereafter be known as a public & Common Highway.

Highway altered in two places in Northampton. Whereas at a Court of General Sessions of the Peace held at Northampton within and for the County of Hampshire by Adjournment on the Second Tuesday of March last We the Subscribers were appointed a Committee to lay out anew a road or High Way in Northampton from a place called the Tan-yard-pasture northward in a road leading to Hatfield to the place where the road is six rod wide also part of the road leading from Chertseyfield to Northampton that part which begins 136 rods west of Mr. Joseph Hunt's house at a rock in the middle of the road there until it intersect the above road having given due notice to all persons concerned we met at Northampton on the 28th day of April 1763 and began at the middle of Joseph Allin Joiner's Shop on the West side of it Thence run s^d 6^d East 40 rods to the northerly Corner of Captⁿ Dwight's Door yard fence then South 16^d East 9¹/₂ rods then South 21 east 4 rods then South 29^d East 38 rods to a heap of Stones near Eph^m Wright's fence then South 37^d East 19 rods (crossing above of s^d Wright's lot) thus far the road to be three rods & half wide & the line is run on the easterly side then West 37^d South 19 rods here ground to be four rods wide and the line is run on the Southerly side then the same Course continued 20 rods to an elm tree near the Corner of Dea^r Ebenezer Hunt's Shop the line crosses a bow of Seth Lyman's lot then 14 rods the same Course which ends about a rod from the north side of the late Captⁿ Pomeroy's Shop then North 37^d West 6 rods then east 37^d North 9 rods then north 41^d east 11¹/₂ rods then s^d 32^d East 13 rods then east 32^d South 12¹/₂ rods to the line of Seth Lyman's lot here We have laid out one acre & 120 rods of Land on part of which the meeting House stands Which we are of Opinion should be reserved for a road and for the Use of the County and Town of Northampton for erecting public buildings and other public Uses as may hereafter be ordered. Then We began at the rock afores^d mentioned in the Road West of Mr. Joseph Hunt's House and run South 43^d East 14 rods then east 38^d South 80 rods to a heap of Stones then East 43^d South 44 rods then east 30^d South 28 rods then east 19^d South 32 rods to an elm tree marked H.W. then South 42^d East 24 rods then east 42^d South 30 rods to a Stake marked H.W. then South 14^d East 24 rods to a heap of Stones then East 3^d South 38 rods then East 7^d North 15 rods to the line of the Land above mentioned laid out for Public Use this line run in the middle of the Road and the road to be four rods wide. And the Committee are of Opinion there be allowed to Ebenezer Phelps for his Land taken into the road Eight Shillings and that the road on the north side and South side of his lot be three rods and half wide as laid out above and that the line of the Way be run straight across the front of s^d Lot from those two points which will lessen y^e Width of the Road three feet in the middle of s^d Lot Also that there be allowed Eph^m Wright for his Land taken into the Road and Charge of removing his fence thirty two Shillings And also to Seth Lyman for damage done him in taking his Land into the road and for removing y^e his fence fifteen Shillings A plan of s^d Road & s^d Land laid out for public Use is herewith humbly presented -

April 29th 1763. Enos Nash Seal

Elizth Hubbard Seal

Ol^d Partridge Seal

Deaser Porter Seal

Moses Marsh Seal

The

The forecited Return of the alteration and anew laying out the aforesaid High Ways and the Estimate of the Damage done the several persons above-
terely was now presented to the Court and read. And this Court having
considered thereof do accept and allow the s^d Return of a new laying and
alteration of the s^d Ways and of the reservation therein mentioned together
with the foregoing Estimate of Damages And it is ordered that s^d said
Return be entered at large with the records of this Court and that s^d Way,
therein described be hereafter known as Common High Ways.

It is ordered by the Court that there be allowed and paid to s^d Corn^{tee}
above named for their service in altering the High Ways afores^d out of the
Treasury of the County the Sums affixed to their respective names.

Viz to Oliver Durbridge Esq - £0.15.0

To Ueaser Porter Esq - " 12.0

To Capt^r Moses Mank - " 12.0

To Deacon Erns Naph - " 12.0

To M^r Elisha Hubbard - " 18. - according

to the amount on file and that an Order be is^d by County Treasurer
accordingly - Order is^d 18th Aug^r 1763

The Petition of the Subscribers humbly sheweth that whereas some of s^d Root &
Inhabitants of Montague, of the Land adjacent to the Great Falls of Greenfield others
Falltown Sudguilford and other new Towns situated to the Westward of Con: } Petition
near to said River are in great need of a Road to extend from Falltown Southeast: } for a Road
ward to the Great Falls and there to have a ferry across Connecticut River near
M^r Timothy Child's (there being a very convenient place for a ferry to
the Northward of the said Great Falls) and to extend from thence South-
eastwardly on the East Side of said River so as to join a Country road al-
ready laid out thro' Land in s^d Montague to join said Road near of dwellg
House of M^r David Ballard, said Road will be extremely convenient to all
such as desire to travel to the Eastward as it will be a good feasible Road
and will save several miles Travel there being no ferry between Northfield
and Wells opposite to about the middle of Montague which is a very round
about and indirect road, as it will be also very advantageous for poor people
inhabiting the above places on acct of a very profitable Fishery at the Falls.
In Granting this your Honor we apprehend will greatly benefit the publick
and your petitioners will ever pray so Joseph Root Sr^r & Jr^r Read and
Ordered That the petition be referred to the next Term of this Court for
the Court then to Consider of the same.

The foregoing Judgments and Orders were
made and entered up and then the said Court
adjourned without Day.

Attest W^m Williams Cler

A. B. This entry was much longer 110 of this entry
and by mistake was made again in this place.

Inferior
 Court
 August
 Term
 1763.

At his Majesty's Inferior Court of Common Pleas holden at
 Springfield within and for the County of Hampshire on the
 Last Tuesday of August being the thirtieth Day of said month
 Anno Domini 1763.

Present	Jury for Tryals	In of Cases
Israel Williams	Samuel Ely foreman	Prine or Bull & }
Josiah Swight	John Ely	Grant or Welds - }
Elijah Williams	Jacob Cooley	Fowler & Baker were off &
Tim Swight Junr.	Samuel Williams	Went Bishop & Moses Church on
Tho. Williams Esq.	Joseph Nutkins	in of Cases
pro (au. Special)	Stephen Pomery	Marsh or Graves }
	Elijah Baker	Gibbs or March }
	Daniel Bagg Junr.	Gibbs or March - }
	Bildad Fobler	Fowler was off at Bishop on -
	Jonathan Hubbard	in of Cases
	Jon. Thompson	Bates or Belanap }
	Elisha Smith	Pyrrhon or Fowler }
		Leonard or Perkins }
		Wright or Clap }
		Gibbs or Higgins }
		W. Clister or Cook }
		Fowler & Baker were off &
		Bishop & Lewis Blip on

De Tal. Cr. { Ebenezer Bishop
 { Moses Church
 { Lewis Blip

William or Brewer's Adm. Solomon Williams of Lebanon in the County of Windham & Clerk or Hannah
 Brewer late of Tynningham in the County of Berkshire Gentlewoman & Adminis-
 tratrix on the Good & Estate of John Brewer Esq. as of of Records of this Court at the
 next preceding Term it fully appears. The Parties now come here. & the p't. by
 his Att. prays the Case may be further continued to the next Term of this
 Court and forasmuch as there is not a probability that the Referees to whom of
 Case was submitted will consider the same and make their award therein.
 It is therefore ordered with of Consent of the s^d Parties, that the Order for submitting
 the Case made by the Court at their Session in August 1762 be of no force hereafter
 and that the Power of the Arbitrators or Referees be hereby revoked and the Case is
 continued accordingly to the next Term of this Court &c.

Prine. Negro Bull Prine a Negro free man one of his Majesty's liege Subjects late of Westfield in
 the County of Hampshire Labourer p't. vs Lacked Bull of Hartford in of County
 of Hartford & Colony of Connecticut yeoman Deft. In a plea of Trespass &c as
 appears at large on Return of the Last Term of the Court. The p't. by John Worthing-
 ton Esq. by his Att. appears. And the s^d David by Joseph Hawley by his Att. comes
 and defend &c and as to the force and arms or any thing that is against the
 peace of our sovereign Lord the King and the whole Trespass excepting of
 Imprisonment Restraint of Liberty and Detainer of the s^d p't. alledged by him
 in his Declaration against the Deft. says that he is not guilty and thereof
 puts himself on the Country. And as to the s^d Imprisonment Restraint
 of Liberty and Detainer of the s^d p't. by him in his Declaration alledged against the

the Deft. he says that the plt. ought not to have or maintain his Action
aforesaid against him because He says that the plt. at the time when the
trespass is supposed by him to have been done was a negro and Slave and a
servant for Life to one John Thomas after the manner and Way in which
Negroes in the American Governments and Colonies Subject to our s^d Lord of
King are Servants and Slaves Wherefore the Deft. as Servant to the s^d John
Thomas & by his Command the s^d plt. took imprisoned detained & restrained
his Liberty for the Space of time set forth in the plt.'s Declaration as lawfully
he might and this the Deft. is ready to Verify Wherefore He prays Judgment
that the plt. ought to have or maintain his Action afores^d thereof against him
the Deft. And the said Prince the plt. says that He by any thing by the
said David the Deft. above in pleading alledged ought not to be precluded of
suing his action aforesaid thereof against him because he says he is a free
man and at the time afores^d when the said Trespass was Committed was
a free Man Without that that he was the Servant of the said John Thomas
the said Deft. has above in pleading alledged and this He is ready to verify
therefore he prays Judgment. And the s^d Deft. says that the said plt. at the
time of the s^d supposed Trespass was a servant in manner as in the Deft. above
his plea has alledged and this he prays may be enquired of by the Country.
And the plt. likewise doth the same. The Evidence in this Case having been
produced in Court and a full Hearing of the Parties first had The Case Com-
mitted to the Jury Mr. Samuel E. German and fellows Who return their
Verdict on oath that they find for the plt. two Shillings Damages & Cost of
Court. It is therefore Considered by the Court That the plt. do recover
against the Deft. Two Shillings lawful money Damages and Cost of
Court taxed at five pounds twelve Shillings and Seven pence and he may
have his Costs thereof. The Deft. by his said Attorney appeals from
the Judgment of this Court to the Superior Court of Judicature & to be
held at Springfield within and for the County of Hampshire on the
next Tuesday of September next and the s^d Attorney recognizes with
Sureties as the Law directs for the s^d Appellant's prosecuting his appeal
with Effect as by said Recognizance on file it appears

Abigail Sacket Who was the Wife of Joseph Sacket late of Westfield in the
County of Hampshire yeoman dec^d plt. vs Nathaniel Phelps of same } Sacket
Westfield yeoman Deft. Complaining that the said Nathaniel hath de } Phelps
prived her of her reasonable Dower & as appears at Large on Record of the Last
Term of the Court. The plt. by her Att^r appears - And now at this Term
Erastus Sacket of Pittsfield & upon Summons made to him in of Country
by John Watlington & Joseph Hawley Esq^r his Attornies comes into Court
fully Warranted to the s^d Nathaniel the said demanded premises ag^t
the s^d Abigail - And the s^d Erastus agreeing to take no advantage of said
Abigail not declaring at large against him the the s^d Abigail declares
against him the s^d Erastus Tenant by his Warranty mutatis mutandis as
declared ag^t the s^d Nathaniel in the s^d Abigail's Writ &c. And the s^d Erastus
does defend the Right & I pray Leave herein to impare to y^e next Term
of this Court that He may vouch Iph Sacket of Pittsfield in the County of
Hampshire yeoman under whom he holds the s^d premises by Deed with warranty
of defense of the same against the s^d Abigail's Demand afores^d & it is granted him.

Warner } Ebenezer Warner late of Springfield in the County of Hampshire now resident
 in Danvers in the County of Essex yeoman p^lt. vs John Woodbridge Jun^r of
 South Hadley in the County of Hampshire Gent^l Deft. in a plea of the Case
 as by the Records of the Last Term it fully appears The p^lt by Moses Polip
 Gent^l his Att^r appears And now the Deft. by Cornelius Jones Gent^l his
 Att^r comes and defends and for plea saith that he never promised the p^lt.
 in manner and form as the p^lt. in his Declaration hath alleged & thereof
 puts himself on the Country And the p^lt. likewise doth the same
 The Evidence in this Case being produced in Court and the Parties fully heard
 thereon and all things touching the Case being discussed It is Committed
 to the Jury Mr. Samuel Elly foreman and fellows who afterwards now at
 this Term return their Verdict therein that is the Jury on Oath return that
 they find for the p^lt. four pounds Damages and Cost of Court —

It is therefore Considered by the Court that the said Ebenezer do
 Recover against the said John four pounds lawful money Damages &
 Cost of Court taxed at four pounds eight shillings and two pence —

The Deft. by his said Attorney appeals from the Judgment of this Court
 to the Superior Court of Judicature to be holden at Springfield within &
 for the County of Hampshire on the fourth Tuesday of September next Who
 recognizes with Sureties as the Law directs for the Appellants prosecuting
 his Appeal with Effect as by the Recognizance on file appears —

Pomeroy's } Ebenezer Pomeroy Gent^l and Esther Pomeroy Gentlewoman both of Northampton
 Adm^r } in the County of Hampshire Adm^r on the Estate of Elisha Pomeroy late of
 Crowfoot } the said Northampton Gent^l dec^d p^lt. vs Simon Crowfoot of Pittsfield in the
 County of Berkshire yeoman Deft. in a plea of the Case as by the Records of
 Last Term fully appears. And now were here the s^d Parties and here in this
 Court the said Parties agree to submit this Case and all their other demands
 upon one another to the final Determination and Award of Mess^{rs} Ebenezer
 Hunt Gent^l Caleb Strong Gent^l and Ephraim Wright Gent^l for of any two of
 them Arbitrators mutually chosen by the s^d Parties to be made on the Premises
 and to be returned into this Court as soon as may be, and the s^d Award of
 the s^d Arbitrators will be final and the Case is continued in the mean time.

Same } Ebenezer Pomeroy Gent^l and Esther Pomeroy Gentlewoman both of Northamp-
 ag^t } ton vs Adm^r on the Estate of Elisha Pomeroy Gent^l dec^d p^lt. vs Silvanus Percey
 Percey } of Pittsfield in the County of Berkshire yeoman Deft. in a plea of Case
 as appears at large on Record of the Last Term And now of Arbitra-
 tors to Whom the Case together with the other demands of s^d Parties were
 submitted now report that the p^lt. do recover the sum sued for and Cost of
 Court with the Cost of the Reference being nineteen Shill^l Eight pence.
 And the same report is accepted And It is therefore considered by the
 Court that the said Administrators do recover against the said Silvanus
 Four pounds seven shillings and two pence lawful money Damages and
 Costs of Suit taxed at three pounds fourteen shillings and one penny

Trout } Henry Trout of Springfield yeoman p^lt. vs Elijah Rogers of Springfield yeoman Deft.
 Rogers } in a plea of the Case as appears at large on Record of the Last Term in the Reference
 to Whom the Case was submitted now bring their Award therein into this Court in
 the s^d words to wit We do determine and award that the Deft. have Cost of Court and
 the Cost of the Reference being one pound twelve shillings and four pence &
 the same Award is accepted —

It is therefore Considered by the Court that the said Elijah do recover against the said Henry Four Pound Eight Shillings and ten pence lawful money allowed him by the Court for his Cost in defending this Suit and he may have Costs taxed at two pounds three shillings and five pence the may have Records. Ex^{co} 15th Sept. 1763

Elijah Rogers of Springfield yeoman plt. vs Joel Bly of Springfield yeoman Rogers
deft. in a plea of the Case, as appears at large on record of this Court at the last Term - And now the referees to whom the Case was submitted bring their award Bly, in the Case into this Court in the following words viz We determine that Elijah Rogers recover of the said Joel three pounds seventeen shillings and six pence money damages and Cost of Court as also the Charge of the Reference &c - & report is accepted - It is therefore Considered by the Court that the said Elijah do recover against the said Joel Three pounds 17/6 Damages and Cost of Suit taxed at two pounds three shillings & five pence the may have Records. Ex^{co} 15th Sept. 1763

George Synchon of Springfield Gent. Plt. vs Noah Brooks of Springfield yeoman
deft. in a plea of the Case, as at large appears on Record of the last Term - And now the Arbitrators to whom the Case was submitted come here and bring Brooks
their award thereon in these words viz We find the within named deft. indebted to the Plt the Sum of ten pounds 18/10 money and we accordingly award that if deft. pay to the Plt. the same and Costs of Court and also Cost of this Arbitration being Six Shillings - And the same award is accepted - It is therefore considered by the Court that the said George do recover against the said Noah Ten Pound, Eighteen Shillings and ten pence lawful money damages and Cost of Court and of the Reference taxed at two pounds 3/5. Ex^{co} 15th Sept. 1763.

Abner Gardner of Boston in the County of Suffolk Esq. & William Jepson of Hartford
in the County of Hartford and Colony of Connecticut Physician Plt. vs Will^m Smith
of Springfield in the County of Hampshire yeoman Def^t. in a plea of the Case
for not paying the Plt. five pounds 12/ and the Interest which he on the 2^d day of May
1762 by his note first made to Samuel Smith or order on the 1st of Oct. 1761 for Value
received promised the Plt. to pay them on demand, as more fully appears on file
The Plt. by John Phelps Gent. their Attorney appear. The deft. being three times
publicly called makes default of Appearance here - It is therefore considered by
by the Court that the said Gardner & Jepson do recover against the said William
Five pounds, Eighteen Shillings lawful money Damages and Cost of Court taxed
at three Pound and nine pence - Ex^{co} 15th Jan^y 1764

Asbel Dewey of Westfield in the County of Hampshire yeoman plt. vs William
Smith of Springfield in y^e County yeoman Def^t. in a plea of the Case wherein the
Plt. complains that the deft. has failed of performing his promise made to the Plt. by a
note bearing Date the 16th of April 1762 of paying the Plt. six pounds 10/ by y^e first of Nov^r
then next with the Interest &c - The Plt. by John Phelps Gent. his Attorney appear.
But the Deft. being three times publicly called makes default of Appearance here -
It is therefore Considered by the Court that the Plt. recover against the Deft. Seven
pounds and nine pence lawful money Damages and Cost of Suit taxed at one
Pound thirteen shillings and nine pence &c - Ex^{co} 15th Oct. 1763

Stephen Hixson of Granville in y^e County of Hampshire yeoman plt. vs Benj^m Hixson
Bolton 2^d of Springfield in the same County yeoman def^t. in a plea of the Case for
the deft. not performing his promise made to Plt. by his note on the eighth of April 1763 of
paying the Plt. five pounds 6/9 on demand & y^e Interest as on file more fully appear.
Ex^{co} 15th Jan^y 1764

The Plt. by John Phelps Gent. his Attorney appears - But the Deft. being
three times publicly called makes default of appearance here -

It is therefore Considered by the Court that the Plt. do recover
against the Deft. three pounds ten shillings and a penny lawful money Dam.
Cost of Court taxed at one pound 15/9 - Exon J^r 24th Sept. 1763.

William } Elijah Williams of Deerfield in the County of Hampshire Esq. Plt. vs John
Severance } of Bernardston in the same County Yeoman Deft. in a plea of Debt
wherein the Plt. demands ninety six pounds by one bond bearing date 7th fourth of
Decr. 1761 under hand and Seal of the Deft. due, and also of further sum of twenty eight
pounds 17/0 due by one other bond of the Deft. & under his hand & seal dated 4th 24th of
March 1763. all which is more fully declared in the Writ on file -

The Plt. by Daniel Jones Gent. his Attorney appears - But the Deft. being
three times publicly called to come into Court makes default of appearance -

It is therefore Considered by the Court that the said Elijah do recover
against the said John sixty seven pounds seventeen shillings and ten pence
Lawful money being the Chancery of the bonds declared on Debt and the Cost of
the Suit taxed at Two pounds six Shill. & seven pence to. Ex^r J^r 23rd Sept. 1763.

Field } David Field of Deerfield in the County of Hampshire Gent. Plt. vs John Severance
Severance } of Bernardston in the same County Yeoman Deft. in a plea of the Case wherein the
Plt. demands nine pounds 9/4 which the deft. on the first day of August 1761 by his
note for Value recd. promised the Plt. on demand with 4th Interest but has not yet paid &c.

The Plt. by Daniel Jones Gent. his Attorney appears. The Deft. tho' three times
publicly called to come into Court doth not come but makes default of appear-
ance here - It is therefore Considered by the Court that the said David do recover
against the s^d John eight pounds seven shillings & a penny lawful money Damages
and Cost of Court taxed at Two pounds 6/7 -

Williams } Elijah Williams of Deerfield in the County of Hampshire Esq. Plt. vs Ebenezer Shelden
Shelden } of Bernardston in the same County Gent. Deft. in a plea of Debt wherein the Plt.
demands one hundred and three pounds 13/ which the Deft. on the 23rd day of Augt.
last past by his bond under his hand and Seal bound himself to the Plt. to pay him
on demand as is more fully declared in the Writ - The Plt. by Daniel Jones Gent.
his Attorney appears - The Deft. being three times publicly called to come into
Court makes default of appearance here - It is therefore Considered by the Court
that the s^d Elijah do recover against the said Ebenezer fifty five pounds one
shilling and two pence one sixth parts lawful money being the Chancery of the bond
declared on Debt & Cost of Court taxed at Two pounds five shillings & nine Pence
Exon J^r 23rd Sept. 1763.

same } Elijah Williams of Deerfield in the County of Hampshire Esq. Plt. vs Ebenezer
Shelden } of Bernardston in the same County Gent. Deft. in a plea of the Case wherein the
Plt. demands 31/8 which the deft. promised one Ebenezer Wells on the 24th day of Decr.
1755 by his note under his hand to pay the s^d Ebenezer on demand (or order) with Interest, &
afterwards the s^d Ebenezer Wells ordered the Contents of s^d Note to be paid to s^d Plt. but the
Deft. has not paid the same &c. - The Plt. by Daniel Jones Gent. his Attorney appears.
But the Deft. being three times publicly called makes default of appearance here.
It is therefore Considered by the Court that the Plt. do recover against the
def^t. forty six shillings and two pence lawful money Damages & Cost of Court
taxed at forty five shillings and nine Pence to. Exon J^r 23rd Sept. 1763.

Elijah Williams of Deerfield in the County of Hampshire Esq. Plt. vs Ebenezer Bardwell
Junr. late of Hatfield in the same County yeoman Deft. in a plea of the Case demanding ^{Williams} ^{24/17}
Forty two Shillings which the Deft. by his note dated the 27th day of August 1762 pro- ^{Bardwell}
mise d^o Plt. to pay him or order on demand with use &c as the Writ fully appears.
The Plt. by Daniel Jones Gent. his Attorney appears. The Deft. being three times
publicly called makes Default of Appearance here. It is therefore Considered
by the Court that the said Elijah do recover against the s^d Ebenezer forty four
Shillings and Six pence halfe penny lawful money Damages and forty two
Shillings & Eleven pence allowed him by the Court for his Cost &c. Execⁿ Jp. 23. Sept. 1763.

Elijah Williams of Deerfield in the County of Hampshire Esq. Plt. vs Samuel Rice
of Greenfield in the same County yeoman Deft. in a plea of the Case wherein ^{Rice}
the Plt. demands thirteen Pounds 5^s which y^e Deft. on the 13th of Nov^r 1761 by his ^{Idem}
note promised to the Plt. to pay him or his order on demand with the Interest but has
not yet paid &c. The Plt. by Daniel Jones Gent. his Attorney appears. The
Deft. tho' three times publicly called makes Default of Appearance here.
It is therefore Considered by the Court that the s^d Elijah do recover against
the Deft. fourteen Pound fourteen Shillings and two Pence lawful money Damages
and Cost of Court taxed at Two Pounds 6^s 11^d. Execⁿ Jp. 23. Sept. 1763.

Elijah Williams of Deerfield in the County of Hampshire Esq. Plt. vs John Swearing
of Warrington in the County of Hampshire yeoman Deft. In a plea of the Case wherein ^{Swearing}
the Plt. demands six pounds & seven pence which the Deft. on the 7th day of October ^{Idem}
1761 by his note promised the Plt. to pay him or order on Demand with Interest, but
has not paid &c. The Plt. by Daniel Jones Gent. his Attorney appears. The Deft.
being three times publicly called to come into Court makes Default of Appearance.
It is therefore Considered by the Court that the said Elijah do recover against
the said John six pounds fourteen Shillings and four pence three farthings lawful
money Damages & Cost of Court taxed at forty six Shill. & Seven Pence. Execⁿ Jp. 23. Sept. 1764.

Moses Hawley of Montague in the County of Hampshire yeoman Plt. vs Samuel
Rice of Greenfield in the same County yeoman Deft. in a plea of Case wherein the ^{Hawley}
Plt. demands six pound 1^s 4 which the Deft. on the 13th of Sept. 1762 by his note promised ^{Rice}
the Plt. to pay him by the first day of May then next with Interest and also one other
sum of six Pound 17^s 2 which the Deft. by his other note on the 27th day of Sept. 1762
promised the Plt. to pay him within three months with the Interest but has not
paid the same &c. The Plt. by Daniel Jones Gent. his Attorney comes into Court.
But the Deft. being three times publicly called makes Default of Appearance here.
It is therefore Considered by the Court that the said Moses do recover against the
said Samuel thirteen Pound fifteen Shillings and four pence lawful money Dam.
and Cost of Court taxed at Two Pounds 6^s 11^d. Execⁿ Jp. Oct. 12th 1763.

Thomas Henderson of Buntington in the Province of New Hampshire yeoman plt. Henderson
vs Ebenezer Smead of Greenfield in the County of Hampshire Gent. Deft. in a plea of ^{Smead}
the Case wherein y^e Plt. demands fourteen Pound 6^s 11^d which y^e Deft. on the fifth of May
1763 by his note promised the Plt. to pay him or order on demand with Interest, but
has not paid &c. The Plt. by Daniel Jones Gent. his Attorney appears. The Deft. tho'
three times publicly called to come into Court makes Default of Appearance here.
It is therefore Considered by the Court that the said Thomas do recover
against the said Ebenezer thirteen Pound twelve Shillings & Eleven pence lawful
money Damages & Cost of Court taxed at Two pound fourteen Shill. and Eleven
pence and he may have his Execution thereof &c. Execⁿ is: 15th Nov. 1763.

118
Samuel Hunt of Charlestown in the Province of New Hampshire Gent^r Plt. vs Jonathan Carver of Montague in the County of Hampshire Gent^r Deft. in a plea of the Case wherein the Plt^r demands four pounds which the Deft. on the 21st day of July 1761 by his note for value rec^d promised the Plt. to pay him by the first day of July 1762 with Interest &c. but has not yet paid - The Plt. by Daniel Jones Gent^r his Attorney appears. - But the Deft. being three times publicly called to come into Court makes default of Appearance here. - It is therefore Considered by the Court that the said Samuel do recover ag^t the said Jonathan four pounds ten Shillings and two pence half penny lawful money Damages and Cost of Court taxed at three pounds two Shillings & nine pence - Ex^{co} Ip^s 24th Sept^r 1763.

117
Eudem
Thubael Fuller of Montague in y^e County of Hampshire yeoman Plt. vs Jonathan Carver of the same Place Gent^r Deft. in a plea that he render to the Plt. one hundred pounds which he the Deft. on the 6th day of April 1759 by his bond under his hand & seal bound himself to the Plt. to pay him on demand but has not paid &c. all which is fully set forth on file - The Plt. by Daniel Jones Gent^r his Attorney appears. - But the Deft. being three times publicly called to come into Court makes default of Appearance here. - It is therefore Considered by the Court that the said Thubael do recover ag^t said Jonathan one hundred pounds lawful money Debt and Cost of Court taxed at two pounds three Shillings & three Pence - Ex^{co} Ip^s 19th Sept^r 1763.

William
Eggs
Phillips
Elijah Williams of Deerfield in the County of Hampshire by Plt. vs Thomas Phillips of Hunktown so called in the same County yeoman Deft. in a plea that the s^d Tho^s render to the s^d Elijah twenty four pounds lawful money which the s^d Tho^s on the 6th day of August A^d 1762 by his bond under his hand and seal bound himself to the Plt. to pay him on demand but has never paid &c. as is fully declared in Writ - The Plt. by Daniel Jones Gent^r his Attorney appears. - But the Deft. being three times publicly called makes default of Appearance here. - It is therefore Considered by the Court that the said Elijah do recover against the said Thomas twenty seven pounds ten Shillings and ten pence half penny lawful money being the Chancery of the bond declared on Debt and Cost of Court taxed 45^s. - Ex^{co} Ip^s 23rd Sept^r 1763.

116
Eudem
Elijah Williams of Deerfield in the County of Hampshire by Plt. vs Andrew Liches of Colrain in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands seventeen pounds 11/10⁴ which the Deft. on the fourth of August 1762 by his note promised to the Plt. on demand with the Interest thereof &c. but has not paid - The Plt. by Daniel Jones Gent^r his Attorney appears. - But the Deft. being three times publicly called makes default of Appearance here. - It is therefore Considered by the Court that if said Elijah do recover against the said Andrew eighteen pounds fourteen Shill. & seven pence half penny lawful money Dam^s & Cost of Court taxed at two pounds 3/11² - Ex^{co} Ip^s 23rd Sept^r 1763.

Wells
of
Arms
Elijah Wells of Deerfield in the County of Hampshire yeoman Plt. vs Abner Arms of Greenfield in the same County yeoman Deft. in a plea of the Case wherein y^e Plt. demands twenty five pounds 17^s 1/4 which the Deft. on the eighth day of April 1763 promised by his note to pay y^e Plt. on Demand with the Interest &c. as p^d in Writ fully appears. - The Plt. by Daniel Jones Gent^r his Attorney appears. - The Deft. being three times publicly called makes default of Appearance here. - It is therefore Considered by the Court that the said Elijah do recover against the said Abner twenty six pounds ten Shillings and four Pence lawful money Damages and Cost of Court taxed at two pounds five Shillings & a penny. - Ex^{co} Ip^s 23rd Nov^r 1763.

Oliver Partridge of Hatfield in the County of Hampshire Esq. Sheriff of the County of Hampshire
Plt. vs Isaac Johnson of Shutebury in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands fourteen pounds 4/6³/₄ due to him by balance book accounts & which he deft on & last of June last promised him on Demand but has not paid to - The Plt. by Daniel Jones Gent. his Atty appears - But the Deft. tho' three times publicly called to come into Court makes default of Appearance -

It is therefore Considered by the Court that the Plt. do recover agt the said Isaac fourteen pounds four shillings & six pence three farthings lawful money damages & Costs of Suit taxed at two pounds & eleven pence. Exon. is. 26th March 1764

John Ballin of Deerfield in the County of Hampshire Gent. & Deputy Sheriff -
under Oliver Partridge by Sheriff of the said County Plt. vs Samuel Rice of Charle-
mont in the same County yeoman Deft. in a plea of the Case wherein the Plt. says Rice
that the deft. has failed of performing his promise made on the 9th of June 1762 by Plt.
of paying him five pounds 10/6³/₄ or order on Demand with use to his Damage &c. -

The Plt. by Daniel Jones Gent. his attorney appears - The deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. six pounds eight shillings lawful money damages and Cost of Suit taxed at two pounds 3/11 -

Exon. is. 20th Mar. 1764

Silvanus Rice of Charlemont in the County of Hampshire yeoman Plt. vs
Samuel Harrieh of the same place yeoman Deft. in a plea of the Case wherein
the Plt. complains that the deft. has failed of performing his promise to the Plt. made
on the 13th day of July 1763 by his note of paying the Plt. or order thirty one pounds 10/3
on demand with Interest to his Damage &c. - The Plt. by Daniel Jones Gent. his
Attorney appears. But the Deft. being three times publicly called makes default of
Appearance here. It is therefore Considered by the Court that the Plt. do recover
against the Deft. thirty one pounds fifteen shillings & seven pence lawful money
damages & Cost of Suit taxed at two pounds seven shillings and a penny.
Exon. is. 3rd Apr. 1763

Jonathan Warner of Hadley in the County of Hampshire yeoman Plt. vs David
Pulsifer of Ware in the same County yeoman Deft. in a plea of the Case wherein
the Plt. demands 30^l. which is deft by his note on the 30th day of March 1763 promised the
Plt. on demand with the Interest &c. and also 37^l 5^s which is deft by one other note of the
same date promised the Plt. on demand with Interest &c. as per Writ appears -
The Plt. by Daniel Jones Gent. his Attorney appears. The Deft. being three times
publicly called to come into Court makes default of Appearance here -

It is therefore Considered by the Court that the said Jonathan do recover against
the said David three pounds eight shillings and eleven pence lawful money -
Damages and Cost of Court taxed at one pound 16^s -

Benjamin Tomeroy Gent. & Esther Tomeroy Gentlewoman both of Northampton in
the County of Northampton Plt. vs Joshua Ballard lately of Hadley in the same County Gent. Deft.
in a plea of the Case demanding four pounds 15^s which is deft. by his note on the 7th
day of July 1762 promised the Plt. on demand with Interest &c. but has never paid -
The Plt. by J. D. Wen. appear. But the Deft. being three times publicly called to
come into Court makes default of Appearance here. It is therefore Considered
by the Court that the Plt. do recover against the Deft. five pounds one shilling
and four pence lawful money damages and Costs of Suit taxed at
twenty seven shillings and a penny - Exon. is. 4th Oct. 1763 -

Pomeroy
vs
Carver
 Ebenezer Pomeroy Gent^r and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Plt^r vs Jonathan Carver of Montague in y^e same County Gent^r Debt in a plea of the Case wherein the Plt^r demand five Pounds 7/- which the Debt^r on the fourth of Oct^r 1762 by his note promised them or order on Demand with the Lawful Interest but has never paid the same - The s^d Ebenezer appears - But the Debt^r being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt^r do recover against the Debt^r five pounds twelve shillings & ten pence lawful money damages and Cost of Court taxed at one pound 9/- 9/- Exon is^d 4th Oct^r 1763.

Pomeroy
Adm^r
vs
Benjamin Rose
 Ebenezer Pomeroy Gent^r and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy lately of the said Northampton Gent^r deceased. Intestate Plt^r vs Benjamin Rose lately of a Place called Pombroke Farm in the same County yeoman Debt^r in a plea of the Case for his the Debt^r not performing his promise made to the s^d Elisha while living by his note bearing Date the 21st day of August 1761. of paying the s^d Elisha fifty five shillings on demand with y^e Lawful Interest as y^e Writ is fully set forth. The s^d Ebenezer appears - But y^e Debt^r being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Administrators do recover against the said Benjamin Three pounds one shilling & six pence lawful money damages & Cost of Court taxed at one pound 10/- 10/- Exon is^d 4th Oct^r 1763.

Pomeroy
Adm^r
vs
Hillyard
 Ebenezer Pomeroy Gent^r and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Estate of Elisha Pomeroy late of the same town Gent^r dec^d. Plt^r vs Joseph Hillyard of South Hadley in y^e same County yeoman Debt^r in a plea of y^e Case for y^e Debt^r not performing his promise made on the first of January 1762 to the s^d Elisha then living of paying him fifty two shillings & 3/- 4/- due to him by book & as y^e Writ may be seen - The Plt^r appears - The Debt^r being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the s^d Adm^r do recover against the said Joseph fifty two shillings & three pence hal^d penny lawful money Dam^t and Cost of Court taxed at 25/- 11/- Exon is^d 30th Sept^r 1764.

Pomeroy
vs
Warner
 Ebenezer Pomeroy Gent^r & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Plt^r vs Jacob Warner of Amherst in y^e same County yeoman Debt^r in a plea of the Case demanding 44/- 4/- which the Debt^r on the third of Dec^r 1762 by his note promised to the Plt^r or their order on demand & y^e Interest &c but has not paid - The Plt^r appears - But the Debt^r being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt^r do recover against the Debt^r two pounds six shillings & four pence lawful money damages and Cost of Court taxed at one pound seven shillings & five pence. Exon is^d Oct^r 4th 1763.

Pomeroy
Adm^r
vs
Baker
 Ebenezer Pomeroy Gent^r and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Adm^r on the Goods and Estate of Elisha Pomeroy late of y^e s^d Northampton Gent^r dec^d. Intestate Plt^r vs Daniel Baker of Montague in y^e same County yeoman Debt^r in a plea of the Case for the Debt^r not performing his promise by his note of the sixth of July 1760. of paying to the s^d Elisha then living or his order five pounds 18/- on demand with the Interest &c as in y^e Writ appears - The Plt^r appears - But the Debt^r being three times publicly called makes default of appearance here.

It is therefore considered by the Court that the Plt^s in their ^d Capacity recover against the Def^t. Seven pounds three Shillings, lawful money Damages and Cost of Court taxed at one pound nine Shillings & three pence. Exon J^d 4th Oct^r 1763.

Benezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in ^y County of Hampshire Plt^s vs Nodiah Church of Hadley in the same County y^eoman Def^t. in a plea of the Case wherein they complain that the Def^t. not performing his promise by his note on the 16th day of June 1762 of paying them or order six pounds 9/3 on demand with use as appears on file. The Plt^s appear. But the Def^t. being three times called to come into Court makes default of Appearance here. It is therefore considered by the Court that the Plt^s do recover against the Def^t. Six Pounds sixteen Shillings & five pence lawful money Damages & Cost of Court taxed at twenty seven Shillings & one penny. Exon J^d 4th Oct^r 1763.

Benezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in ^y County of Hampshire Plt^s vs Nodiah Lewis of Amherst in the same County y^eoman Def^t. in a plea of the Case wherein they demand ten pounds 13/7¹/₂ which the Def^t. on 9th 19th day of June 1762 by his note promised to them or their order on Demand with the Interest &c. The Plt^s appear. The Def^t. being three times publicly called makes Default of Appearance here. It is therefore considered by the Court that the said Plt^s do recover against the Def^t. Eleven Pounds eight Shillings & five pence lawful money Damages & Cost of Court taxed at one pound seven Shillings and nine pence. Exon J^d 4th Oct^r 1763.

Benezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy late of the said Northampton Gent^l dec^d intestate Plt^s vs John Graves of Greenfield in the same County y^eoman Def^t. in a plea of the Case for his not performing his promise on the first of January 1762 ~~made to the said Elisha~~ made to the said Elisha then alive of paying him Three pounds 2/10 for sundry articles of Merchandise he had before received of the said Elisha. The Plt^s appear. The Def^t. being three times publicly called to come into Court makes default of Appearance here. It is therefore considered by the Court that the said Benezer and Esther in their ^d Capacity do recover against the said John Graves Three pounds two Shillings & Ten pence lawful money Damages and Cost of Court taxed at one pound ten Shillings & three pence. Exon J^d 4th Oct^r 1763.

Benezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Plt^s vs John Woodbridge Jun^r of South Hadley in the County afores^d Gentleman Def^t. in a plea of the Case wherein they complain that the Def^t. has failed of performing his promise made them by his note on the 22^d of June 1762 of paying them or order Six pounds 6/0 on demand with the Interest. The Plt^s appear. The Def^t. being three times publicly called makes Default of Appearance here. It is therefore considered by the Court that the Plt^s do recover against the Def^t. Six Pounds fifteen Shillings and six pence lawful money Damages and Cost of Court taxed at one Pound five Shillings and eleven pence. Exon J^d 4th Oct^r 1763.

Benezer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Plt^s vs Nathaniel Bartlett of South Hadley in the same County y^eoman Def^t. in a plea of the Case wherein they demand fourteen Pounds 4/4 which the Def^t. on the 13th of July 1762 by his note promised them or their order on demand also the further sum of 17/6 which the Def^t. on the first of Jan^y 1763 owed the Plt^s for sundry articles of Merchandise & promised to pay them on demand as by Writ on file fully appears. Exon J^d 4th Oct^r 1763.

Pomeroy } The Plt^r appear. But the Def^t. being three times publicly called makes De-
Stall } fault of appearance here. It is therefore considered by the Court that the s^d *Usher*
Waiter } and *Usher* do recover against the s^d *Nathaniel Sixteen Pounds one Shilling and*
Waiter } one penny lawful money Damages and Cost of Court taxed at one pound 5^s 11^d -
 Execⁿ is. 3^d Oct^r 1763.

Usher } *Ebenezer Pomeroy Gent^r & Esther Pomeroy Gentlewoman both of Northampton in the*
Waiter } *County of Hampshire Plt^r vs Benjamin Wait of Springfield in the same County*
Waiter } *Yeoman Def^t. in a plea of the Case wherein they demand Three pounds 8/10^s which*
Waiter } *the Def^t on the second day of Sept^r 1762 by his note promised to the Plt^r or their order*
Waiter } *on Demand with the Interest &c as is fully declared in the Writ. The Plt^r appear.*
Waiter } *The Def^t. being three times publicly called makes default of appearance here -*
Waiter } *It is therefore considered by the Court that the said *Ebenezer* & *Esther* do recover*
Waiter } *against the s^d Benjamin Three pounds thirteen Shillings lawful money Dam^s*
Waiter } *& Cost of Court taxed at twenty three Shillings nine pence. Execⁿ is. 4th Oct^r 1763.*

Pomeroy } *Ebenezer Pomeroy Gent^r and Esther Pomeroy Gentlewoman both of Northampton*
Adm^r } *in the County of Hampshire Administrators on the Goods and Estate of *Elisba**
Day } *Pomeroy late of Northampton aforesaid Gent^r dec^d. intestate Plt^r vs David*
Day } *Day of Springfield in the same County Yeoman Def^t in a plea of the Case*
Day } *wherein they demand four Pounds & two farthings which the Def^t on the first day of*
Day } *Jan^y 1762 owed the said *Elisba* then alive, in sundry articles of Account contained*
Day } *in a Bill on file & promised him the said Sum on Demand but has not never paid*
Day } *the same nor Damages & the Plt^r &c. The Plt^r appear. The Def^t. being*
Day } *three times publicly called to come into Court makes default of appearance here.*
Day } *It is therefore considered by the Court that the s^d Administrator the Plt^r recover*
Day } *against the s^d David four pounds & two farthings lawful money Damages and*
Day } *Cost of Court taxed at twenty five Shillings one penny. Execⁿ is. 5th Oct^r 1763.*

Pomeroy } *Ebenezer Pomeroy Gent^r and Esther Pomeroy Gentlewoman both of Northampton in*
Stall } *the County of Hampshire Plt^r vs Benjamin Peirce of South Haily in the same*
Peirce } *County Yeoman Def^t in a plea of the Case wherein they demand fourteen pounds*
Peirce } *18/8 which the Def^t on the eighth of Feby 1763 by his note promised to the Plt^r or*
Peirce } *their order on Demand and the Interest &c. The Plt^r appear. The Def^t. being*
Peirce } *three times publicly called makes Default of Appearance in Court -*
Peirce } *It is therefore considered by the Court that the Plt^r do recover against the*
Peirce } *Def^t. Fifteen Pounds Eight Shillings & Eight Pence lawful money Damages and*
Peirce } *Cost of Court taxed at twenty five Shillings & Eleven pence. Execⁿ is. 1st Oct^r 1763.*

Towler } *Samuel Towler of Westfield in the County of Hampshire yeoman Plt. Stephen*
Hickox } *Hickox of Granville in the same County yeoman Def^t. in a plea of the Case*
Hickox } *wherein the Plt^r demand Ten Pounds lawful money which the Def^t. by his note on*
Hickox } *the fifteenth day of April 1763 promised the Plt. to pay him or order on Demand*
Hickox } *with the lawful Interest thereof but has never paid the same nor demanded to the*
Hickox } *Plt^r Damages & 12^d - The Plt. by John Phelps Gent^r his Attorney appears.*
Hickox } *The Def^t. tho' three times solemnly called to come into Court doth not come*
Hickox } *but makes default of appearance here. It is therefore considered by the*
Hickox } *Court that the said Samuel do recover against the said Stephen Ten pounds*
Hickox } *four Shillings and six Pence lawful money Damages and Cost of Court taxed*
Hickox } *at one Pound seventeen Shillings and Eleven pence. Execⁿ is. 24th Sept^r 1763.*

Samuel Tallott of Hartford in the County of Hartford & Colony of Connecticut
vs Thomas Goss of Hamphire in the County of Hampshire
yeoman Deft. in a plea of the Case wherein the Plt. demands twenty five pounds 15/6
which the Deft. on the 31st of Decr. 1761 by his note promised the Plt. on Demand with
Interest &c. The Plt. by John Phelps Gent. his Attorney appears - The Deft. being
three times publicly called makes default of Appearance here - It is there-
fore Considered by the Court that the said Samuel do recover against the said
Thomas Twenty Seven Pounds eleven Shillings and Six pence lawful money
Damages and Cost of Court taxed Two pounds 2/1. Exon is. 24th Sept. 1763.

Benezer Mills of Simsbury in the County of Hartford in the Colony of Connecticut
vs Benezer Hyde late of a place commonly known and
called by the name of Number one now of New Marlborough in the County of
Berkshire yeoman Deft. in a plea of the Case wherein the Plt. demands five Pounds
3/6³ due to him for sundry articles of Account according to the Account on file &c
The Plt. by John Phelps gent. his attorney appears - The Deft. being three times
publicly called makes default of appearance here - It is therefore Considered by
the Court that the Plt. do recover against the Deft. five Pounds three Shillings and
Six pence one farthing lawful money Damages and Cost of Court taxed at 2/6. Exon is. 24th Sept. 1763.

Benezer Mills of Simsbury in the County of Hartford in the Colony of Connecticut in
New England Gent. Plt. vs Nathaniel Owen of Sheffield in the County of Berkshire
yeoman Deft. in a plea of the Case for that said Nathaniel at a place called Sheffield
in Springfield aforesaid on the 28th of August 1762 by his note for Value received
promised the said Benezer to pay him or order four pounds 15/6 lawful money at
or before the first day of January then next with Interest till paid yet the said
Nathaniel altho often thereto requested has never paid the same or any part
thereof but wholly deny to do it to the Damage of the said Benezer £6.
The Plt. by John Phelps Gent. his Attorney appears - And the Deft. by Joseph
Howley by his Attorney comes and defends and reserving to himself y^e liberty to
plead any other matter at the Trial of the Appeal pleads and says that he owes
Nothing in manner and form as the Plt. in his Declaration has alledged otherwise
prayer Judgment and Judgment for his Costs And the Plt. consenting to said
Reservation says that Deft. plea pleaded as aforesaid and the matters in y^e
same contained are an insufficient Answer by Plt. Declaration neither is he
holden by the Law of the Land to make answer thereto all which y^e Plt. is
ready to verify and thereto prays Judgment and Judgment for his Damages
and Costs. And the Deft. says his plea is sufficient. Thereupon y^e Premises
being seen by the Justice now here fully understood it appears to the s^d Justice
that the aforesaid Plea of the afores. Deft. is not a good and sufficient answer
in Law to y^e said Plt. Declaration &c. It is therefore Considered that the
said Benezer do recover against the s^d Nathaniel five pounds & eight pence
one farthing lawful money Damages & Cost of Suit taxed at Two pounds five
Shillings and nine Pence. The Deft. by his s^d Attorney appeals from the
Judgment of this Court to the next Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday of
September next and recognises with Sureties as the Law directs to prosecute
his s^d Appeal with Effect as by the said Recognizance on file it appears.

121. Stephen Gibson of Granville in the County of Hampshire yeoman Plt. vs David
Hickia) Blacks of a Place commonly known by the name of Number one Equivalent
Blacks) in the County of Berkshire Gent. Deft. in a plea of the Case wherein of Plt.
demands Seven pounds 2^s which the Deft. on the 10th of August 1762 by his
note promised the Plt. within two months with 4^s Interest thereafter till paid
but has not done it. The Plt. by John Phelps Gent. his Attorney appears.
The Deft. being three times publicly called makes default of appearance here.
It is therefore Considered by the Court that the said Stephen recover
against the said David Four pounds twelve Shillings & seven pence three
farthings lawful money Damages and Cost of Suit taxed at 40^s
Exon is. 24th Oct. 1763.

Sitch
Martin) Augustus Sitch of Windsor in the County of Hartford in the Colony of Connecti-
cut in New England yeoman Plt. vs Ebenezer Martin of a Place commonly known
called by the name of Number four in the County of Berkshire (Blacks) Deft. in
a plea of the Case wherein the Plt. demands eight Pounds 5^s which the Deft. on 9th
17th day of Decr. 1760 by his note promised the Plt. by the first of June then next
with Interest thereafter till paid &c. The Plt. by John Phelps Gent. his Atty
appears. The Deft. being three times called makes default of appearance
here. It is therefore Considered by the Court that the Plt. do recover agt.
the Deft. Nine Pounds eleven Shillings and nine Pence three farthings lawful money
Damages and Cost of Court taxed at Two Pounds one Shilling & three Pence.
Exon is. 24th Sept. 1763.

Noble
Blacks) Matthew Noble of Westfield in the County of Hampshire Gent. Plt. vs David
Blair of ^{late} Blanford in the County of Hampshire now of a place commonly known
by the Name of Number one Equivalent in the County of Berkshire Gent. Deft.
in a Plea of the Case wherein the Plt. demands Three Pounds which the Deft. on the
23^d of April 1762 by his note promised the Plt. on demand with the Interest but
has not paid. The Plt. by John Phelps Gent. his Attorney appears. The
Deft. being three times publicly called makes default of appearance here.
It is therefore Considered by the Court that the s^r Matthew do
recover against the s^r David Three pounds four Shillings & ten pence three farthing
lawful money Damages & Cost of Suit taxed at one pound seventeen Shill. & five pence

McLean
Strong) Viell McLean of Hartford in the County of Hartford in the Colony of Connecticut
a Physician Plt. vs Aaron Strong of Westfield in the County of Hampshire Hus-
bandman Deft. in a Plea of the Case wherein the Plt. demands 50^s which 4^s Deft.
on the 15th day of June 1756 by his note promised the Plt. (or his order) six months
after date thereof and 4^s Interest &c. but has not paid &c. The Plt. by John Phelps Gent.
his Atty appears. The Deft. being three times called makes default of appearance
here. It is therefore Considered by the Court that the Plt. do recover against 4^s
Deft. three Pounds sixteen Shillings and ten Pence one farthing lawful money Dam.
& Cost of Court taxed at forty Shillings & nine Pence. Exon is. 11th Nov. 1763.

Hillier
Drew) James Hillier Junr. of Firmsbury in the County of Hartford in the Colony of Connecti-
cut in New England Gent. Plt. Benjamin Drew of Granville in the County of
Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands Four
Pounds 11^s which the Deft. on the first of Feby 1763 by his note promised to 4^s
Plt. on demand with Interest till paid but has never paid & garnished. The Plt.
by John Phelps Gent. his Attorney appears. The Deft. tho' three times pub-
licly called to come into Court does not come but makes default of appearance.
It is

It is therefore considered by the Court that the s^r James do recover against the said Benjamin four pounds fifteen shillings lawful money Damages and Cost of Court taxed at thirty seven shillings & three pence. Execⁿ is 24th Sept. 1763.

John Longhead of Blanford in the County of Hampshire yeoman Plt. vs Robert Montgomery of the same Blanford yeoman Def^t. in a plea of the Case in which the Plt. demands three Pounds the Def^t. on the 26th of March 1763. by his note promised the Plt. by y^e 15th of April then next & the Interest &c but has not paid - The Plt. by John Phelps Gent. his Attorney appears - The Def^t. being three times publicly called makes Default of appearance here. It is therefore considered by the Court that the Plt. do recover against the Def^t. three pounds one shilling & seven Pence lawful money Dam^s & Cost of Suit taxed thirty nine shillings and a Penny like money Execⁿ is 24th Sept. 1763.

Daniel Hooker Physician and Sarah Hooker Spinster both of Hartford in the County of Hartford the Adm^r on the Goods & Estate of Daniel Hooker late of said Hartford Physician dec^d. intestate Plt^s vs Stephen Willcocks of Westfield in the County of Hampshire yeoman Def^t. In a plea of the Case wherein they demand twenty five Pounds 2^d which y^e Def^t. with one David Willcocks, promised the dec^d. then alive by their note on the last of August 1761 on Demand & Interest thereof until paid but never paid it by dec^d. while living Nor by Plt^s - The Plt^s by John Phelps Gent. their Attorney appear - The Def^t. being three times publicly called makes Default of appearance here. It is therefore considered by the Court that the said Administration in this Capacity do recover against the said Stephen Twenty eight Pounds two shillings and eight Pence lawful money Dam^s & Cost of Court taxed at two Pounds 1/10 - Execⁿ is 24th Sept. 1763.

John Shepard Jun^r of Westfield in the County of Hampshire yeoman Plt. vs William Pelton of Blanford in the same County yeoman Def^t. in a plea of y^e Case wherein the Plt. demands 11/1 which the Def^t. on the 9th of May 1763 by his note promised to the Plt. on Demand with the Interest but has not paid - The Plt. by John Phelps Gent. his Attorney appears - The Def^t. being three times publicly called come in to Court makes Default of appearance here - It is therefore considered by the Court that the said John do recover against the s^r Robert Two Pounds one shilling and eleven pence half penny lawful money Dam^s and Cost of Court taxed at thirty six shillings & a penny. Execⁿ is 24th Sept. 1763.

Benoni Sacket of Westfield in the County of Hampshire yeoman Plt. vs Jacob Gleason lately of the same Westfield Blacksmith Def^t. in a plea of the Case for y^e said Jacob at said Westfield on the last day of June last being justly indebted to the said Benoni in y^e Sum of eleven pounds 11/1 for sundry Articles of Account then before that time rec^d. &c Plt. by the def^t. at his special Instance & request in Consideration thereof the Def^t. promised the Plt. to pay him of same on Demand but tho' often requested has not done it to y^e Plt. Damages &c - The Plt. comes here and having certified to the Court that y^e Def^t. aforesaid is out of this Province & that he was out of Province at the time of y^e Service of the Plt. do pray that y^e Case may be Cont^d. to the next Term of this Hon^{ble} Court & the Case is continued accordingly.

Aaron Durey of Westfield in the County of Hampshire yeoman Plt. vs W^m Smith of Springfield in the same County yeoman Def^t. in a plea of the Case wherein the Plt. demands six Pounds 11/1 which the Def^t. on the 16th of April 1762 by his note promised

remained the Plt. to pay him by the first of November then next with the
 Interest till paid but he never paid so - The Plt. by John Phelps Gent^r his
 Attorney appears - The Deft. being three times publicly called makes default
 of Appearance here. It is therefore considered by the Court that the Plt. co.
 recover against the Deft. Seven Pounds and nine Pence half penny lawful money
 Damages and Cost of Court taxed at thirty three Shillings and nine Pence.
 Given is 24th Oct^r 1763.

William Clark yeoman and Elijah Lyman yeoman both of Northampton in the
 County of Hampshire Appellants v. Timothy Nash of Shutesbury and Elijah
 Alvord of South Hadley both in the same County yeomen Appellees from a judg-
 ment of Samuel Nather Esq^r of the said Northampton one of his Majesty's Jus-
 tices of the Peace for the said County at a Trial before him on the 26th day of
 May 1763 when and where the said Nash and Alvord were Plt^s and the
 Clark and Lyman Deft^s in a Plea of Trespass why with force and arms the
 while Pine Logs of them the Plt^s of the Value of thirty nine Shillings and eight pence
 at Northampton aforesaid they the Deft^s took and Carried away against the
 of our Sovereign Lord the King and to the Damage of the Plt^s whereupon the Plt^s say
 and Complain that the Deft^s on the 16th day of May Current at Northampton
 aforesaid the White Pine Logs of them the Plt^s to wit seven white pine Logs of y^e Value
 of thirty nine Shillings and eight Pence found at Northampton aforesaid with force
 and Arms took and Carried away and other Outrages on them committed by y^e
 great Damage of them the Plt^s and against the peace of the said Lord the King
 Which said Trespass is to the Damage of the said Nash and Alvord as they say
 the sum of 40s. At which Trial the Plt^s by Joseph Hawley by their Attorney
 appeared and the Deft^s by their Counsel viz Charles Phelps Gent^r before y^e Justice
 appeared and pleaded that his Majesty's Justice aforesaid ought not to take any
 further Cognizance of the said Plea because the supposed Trespass alledged in the Plt^s
 Writ containing said Plea is for taking white Pine Logs made from white pine
 Trees cut and felled without Licence contrary to a late Act of Parliament of
 Great-Britain and ought not to be cut that standing they might be used for the
 masting of the British royal Navy by the cutting whereof as aforesaid they are
 by said Act become forfeited - And also before the Commencement of the Plt^s Plea were
 in fact lawfully seized for the use of his Majesty and the said forfeiture & seizure
 with the Property of said Logs and all things and Pleas relating thereto or respecting
 said Logs or the trees they were cut and made from ought to be heard & tried by
 his Majesty's Court of Admiralty Which by the said Act of Parliament hath y^e
 proper sole Jurisdiction of And his Majesty's said Justice of the Peace hath not nor
 ought he to have any Jurisdiction thereof or the Plt^s Plea and this the Deft^s are ready
 to verify Whereupon they pray Judgment whether y^e Justice will take any
 further Cognizance of the Plea aforesaid. And the said Plt^s in reply say that
 the Deft^s foregoing plea and the matter therein contained is insufficient in law
 to bar them the Plt^s from having their said Action maintained before the Justice
 and the matter thereof considered adjudged and determined by him and this they
 are ready to verify and thereof they pray Judgment and that because the Deft^s
 have not given any answer to or made any Defence against the Matter alledged by
 the Plt^s in their Writ against them the Deft^s but the Deft^s thereof remain wholly
 undefended They the Plt^s pray that their Damages alledged in their Writ occasioned by
 the aforesaid Trespass of the Deft^s might be adjudged to them. Thereupon y^e Verdict
 being -

seen and weighed by the s^d Justice It was adjudged by the said Justice that the
said Plea of the said Deft^s were insufficient to bar the said Pl^t from having (continued)
their said Action maintained before them. Thereupon the s^d Deft^s further
pleaded in the following Words, to wit. And the s^d Deft^s conceding for true &
agreeing always hereafter to concede for true that they took and carried away ^{from the Pl^t}
all the ^{goods} mentioned in their Writ out of their Possession as lawfully they
might and saving the foregoing Plea to the Jurisdiction and reserving Liberty
to give any special matter in evidence under the General Issue which ought
to have been pleaded specially they say they are not guilty in manner and
form as in the Declaration of said Writ is alleged and thereof pray Judg-
ment. And the s^d Pl^t (intending to the Deft^s reservation) likewise did
the same. And after a full hearing of the said Parties thereon It was ad-
judged by the said Justice that the said Deft^s were guilty of the Trepass afores^d.
And therefore Considered by the s^d Justice that the Pl^t recover of the Deft^s their
Damages to wit thirty nine Shillings and eight Pence & Costs of Suit taxed at
fifteen Shillings & from which Judgment the said Clark and Lyman appeal^d
to this Hon^{ble} Court and were ordered to prosecute &c. And now the said
Parties come here and the said Appellants as in their foregoing plea before
the said Justice still insist that the said Justice ought not to have taken Cognizance
of the Plea of s^d Appellees in the Declaration of their said Writ contained &c.
And the s^d Appellees as in their foregoing replication still say & insist that
for any thing in the said Plea of the s^d Appellants they ought not to be barred
&c. Thereupon the Premises being seen and by the Justices now here fully
understood It appears to the said Justices that the afores^d Plea of s^d Appellees in
their said Writ contained and the Matters therein alleged are Matters by
Law Cognizable and may be adjudged and determined by one of his Maj^{ty}
Justices of the Peace And that the Plea aforesaid of the aforesaid Appellants
by them in manner afores^d pleaded before the said Samuel Mather Esq^r
was not sufficient in Law to bar the said Appellees from having their said
Action maintained before them. And now the said Elijah Clark & Elijah
Lyman further defend and plead under the reservations afores^d that they are
not guilty in manner and form as the said Appellees in their Declaration
have alleged and thereof they put themselves on the Country. And the said
Appellees likewise do the same. After a full hearing of s^d Parties and all
things touching the Issue being fully discussed The Case was Committed to
the Jury s^d Samuel s^d Foreman and fellows who afterwards now at this
same room return their Verdict therein That is The Jury on their oath find
for the s^d Appellees confirmation of the former Judgment and Costs of Court.

It is therefore Considered by the Court that the said Term^s Nath^l & Elijah
Alwood do recover against the said Elijah Clark and Elijah Lyman thirty
nine Shillings and eight Pence lawful money Damages and Costs of this
Suit taxed at Twenty seven Shillings & nine Pence and they may have
their Execution thereof &c.

Exon is. 30th Sept. 1763.

Joseph Cornish of Simsbury in the County of Hartford in the Colony of Con^{necticut} Cornish
resident in New England yeoman Pl^t vs Ebenezer Seaward of Granville in the County of
of Hampshire yeoman Deft. in a plea of the Case wherein the Pl^t demands six pounds
lawful money which the Deft. on the ninth day of August 1762 by his note promised
the Pl^t within six months from the date with s^d Interest but has never paid &c.
The Pl^t.

125 In. S. by John Phelps Gent. his attorney appears. The Def. being three times publicly called to come into Court makes default of Appearance here.

It is therefore Considered by the Court that the Plt. do recover against the Def. four pounds eighteen Shillings and nine Pence half penny lawful money Damages & cost of Court taxed at thirty nine Shillings & a penny. Ex. is? 24th Sept. 1763

Subbard
126 Samuel Hubbard lately of Granville, then in called Bedford in y. County of Hampshire now of a place commonly called Number one Equivalent in the County of Berkshire yeoman Plt. vs Samuel Hall of Granville afores. yeoman Def. in a plea of the Case wherein the Plt. demands thirty five Pounds of Connecticut Bank bills so called worth as y. Plt. says & like sum of lawful money of this Province) which the Def. on the 10th of January 1762 by his note promised the Plt. by the first of Jan'y then next with y. Interest but has not paid &c. The Plt. by John Phelps Gent. his att. appears. The Def. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Def. Thirty eight Pounds eight Shillings and three Pence lawful money Damages and forty three Shillings & a penny allowed him for his costs &c. Ex. is? 24th Oct. 1763

Utley
127 William Utley of Suffield in the County of Hampshire yeoman Plt. vs Joseph Miller of Granville in the same County yeoman Def. in a plea of the Case wherein y. Plt. demands fourteen Pounds 5/11. which the def. on the 30th day of Oct. 1762 by his note promised the Plt. to pay & deliver to him in good merchantable Wooden Ware at his Dwelling house by the first of April then next & y. Interest then & forward till paid but has never paid the same &c. The Plt. by John Phelps Gent. his Attorney appears. The Def. being three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the Plt. do recover against the Def. Fourteen Pounds Twelve Shillings & Eleven Pence lawful money Damages and Cost of Court taxed at Thirty five Shillings and a penny.

Phelps
128 Josiah Phelps 3^d of Windsor in the County of Hartford in the Colony of Connecticut in New England yeoman Plt. vs David Foster of Granville in y. County of Hampshire yeoman Def. in a plea of the Case wherein the Plt. demands five pounds 2^d which the Def. on the 13th day of June 1762 by his note promised the Plt. by the first day of November then next but has not paid the same. The Plt. by John Phelps Gent. his Attorney appears. The Def. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Def. Five Pounds nine Shillings and six pence lawful money Damages and Cost of Court taxed at thirty nine Shillings and a penny. Ex. is? 24th Sept. 1763.

Hillyer
129 James Hillyer Junr. of Simsbury in the County of Hartford in the Colony of Connecticut in New England Gent. Plt. vs Ebenezer Barnes of Granville in the County of Hampshire yeoman Def. in a plea of the Case wherein the Plt. demands five Pounds which y. Def. by his note on the 28th of Jan'y 1763 promised the Plt. by the first day of August then next with the lawful Interest but has not paid the same. The Plt. by John Phelps Gent. his Attorney appears. The Def. tho' three times publicly called to come into Court doth not come but makes default of Appearance here.

It is therefore Considered by the Court that the said James do recover against the said Ebenezer five pounds three Shillings and eight pence lawful money Damages and Cost of Court taxed at Two pounds and five pence & he may have his Ex. thereof &c. Ex. is? 14th Jan'y 1764.

Thomas Goss of Cranville in the County of Hampshire yeoman Plt. or David Foster of Cranville aforesd. yeoman Deft. in a plea of the Case wherein the Plt. demands Thirteen Pounds 2s. which the Deft. on the 25th of July last by his note for Value rec^d. promised y^e. Plt. on demand with the Interest but has not paid y^e. same. The Plt. by John Phelps gent. his att^y. appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by y^e. Court that the Plt. do recover against the Deft. Thirteen Pounds three Shill. 8d. new lawful money Damages & Cost of Court taxed at Two Pounds & five Pence. Exon is^d. 24th Sept. 1763.

Nehemiah. Rumrill of Stanford in the County of Hampshire yeoman Plt. or Tea Noble of Westfield in the same County Gent^l. Deft. in a plea of y^e. Case wherein the Plt. demands six Pounds which the Deft. on the 23^d. day of July 1763 by his note promised the Plt. on Demand with the Interest but has not paid the same. The Plt. by John Phelps Gent^l. his Attorney appears. The Deft. being three times publicly called makes default of appearance in Court. It is therefore Considered by the Court that the Plt. recover ag^t. the Deft. five Pounds six Shillings & six Pence three farthings lawful money Dam^{ages} & Cost of Court taxed at 11. 17. 3. Exon is^d. 24th Sept. 1763.

Moses Graves of Hatfield in the County of Hampshire Gent^l. Plt. or Benjamin Graves Bush of Shrewsbury in the County of Worcester yeoman Executor of the last Will and Testament of John Bush late of Shrewsbury aforesd. Husbandman Dec^t. Deft. in a plea of the Case wherein the Plt. demands three Pound. 13/6⁴ which y^e. Deft. John on the first day of Jan^y 1757 owed the Plt. on account and promised him on Demand but never paid while he lived nor hath y^e. Deft. paid y^e. same. The Plt. by Daniel Jones Gent^l. his Attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the said John Bush in y^e. hand and under the Administration of the s^d. Executor Three Pound Thirteen Shillings and Six Pence half penny lawful money Damages and Cost of Court taxed at 2. 11. 7. Exon is^d. 12th Nov. 1763.

Aaron Burt of Northfield in the County of Hampshire yeoman Plt. or Joshua Wells of Bernardston in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands five Pounds 12/4 which y^e. Deft. on the 12th of January 1763 by his note for Value rec^d. promised to the Plt. or his order on demand with Interest &c. but has not paid. The Plt. by Daniel Jones Gent^l. his Attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. five Pounds sixteen Shillings & eight Pence half penny lawful money Dam^{ages} and Cost of Court taxed at Two Pounds nine Shillings and Eleven Pence. Exon is^d. Oct. 3^d. 1763.

Aaron Burt of Northfield in the County of Hampshire yeoman Plt. or Simon Court Hall of Bernardston in y^e. same County yeoman Deft. in a plea of the Case wherein the Plt. demands three Pounds 18/4 which the Deft. on the last of June last owed the Plt. to balance book accounts & then promised y^e. Plt. y^e. same on demand but has not paid so. The Plt. by Daniel Jones Gent^l. his Attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Aaron do recover against the said Simon Three Pounds Eighteen Shillings and four pence lawful money Damages and Two Pounds ten Shillings and a penny allowed him by y^e. Court for his Cost &c. Exon is^d. 3^d. Oct. 1763.

124
Burt
Types
Anon. Burt of Northfield in the County of Hampshire yeoman Plt. vs David
Types of Warwick in the same County yeoman Deft. in a plea of the Case wherein
the Plt. demands Two pounds 13/1 which the deft. by his note on the 16th of March
1762 promised the Plt. to pay him or order on or before the first of May then next
with the Interest And also fourteen shillings & six pence which the deft. on the
last of June last owed the Plt. for sundry articles of account & promised him on
Demand but has never paid either of the said Sums &c. The Plt. by Daniel
Jones Gent. his Attorney appears - The Deft. being three times publicly called
makes default of Appearance here. It is therefore considered by the Court that
the Plt. do recover against the Deft. Three Pounds twelve shillings & five pence lawful
money Damages and Cost of Court taxed at Two pounds 11/5. Ex. u. 23. Oct. 1763

William
Bailit
Elijah William of Deerfield in the County of Hampshire Esq. Plt. vs Benjamin
Bailit late of Ware in the same County yeoman Deft. in a plea of the Case wherein
the Plt. demands five pounds 3/10. which y^e Deft. on the last of June last owed
the Plt. to balance books accounts & promised to him on Demand but has not paid
The Plt. by Daniel Jones gent. his Attorney appears. The Deft. being three
times publicly called makes default of Appearance here. It is therefore Consi-
dered by the Court that Plt. do recover against the Deft. five Pounds three shill-
& ten pence lawful money Damages & Cost of Court taxed at Two Pounds 1/3 -
Ex. u. 23. Sept. 1763 -

Marsh
Graves
Daniel Marsh of Hadley in the County of Hampshire yeoman Plt. vs Moses Graves
of Hadley in the same County Gent. Deft. in a plea that said Moses render to y^e Plt.
his reasonable amount during the time that said Moses was bailiff to y^e Plt. at s^e
Hadley and whereon the Plt. says that said Moses had been Bailiff to s^e Daniel
at Hadley aforesaid from the first Day of January 1743 until the Tenth Day of
October then next following and during all that time had the Care & Manage-
ment of Two fat Oxen of the said Daniel of the Value of eleven pounds now-
lawful money to merchandise and make profit thereof for and to render a rea-
sonable Account thereof to the said Daniel when the said Moses should be thereto
requested Nevertheless the said Moses tho' often thereto requested has never rendered
an account thereof to the Plt. but unjustly neglects to do it to the Damage of the said
Daniel as he says £15.0 - The Plt. by John Worthington Esq. his Attorney appears
- And the said Moses by Joseph Hawley Esq. his Attorney comes and defends & a-
rgues that the Plt. ought not to have this Action of the matters in this Writ declared of
maintained because he says that long before the Commencement of this Action he
fully accounted to y^e Plt. for y^e Oxen mentioned in his Writ which he is ready to
verify and thereof prays Judgment and that he may be precluded from having
this Action - And the said Daniel says that by any thing by the s^d Moses Graves
above in pleading alleged He ought not to be precluded from having and main-
taining his Action afores^d against Him the said Moses because he says that y^e
said Moses hath never fully accounted with the said Daniel for the Oxen
aforesaid and this he prays may be enquired of by the Country - And the Plt.
likewise doth y^e same - After a full hearing of the Parties upon the evidence
produced the Case was committed to y^e Jury Mr. Samuel Elly Foreman and his
fellows Who afterwards now at this same ^{sum} return their Verdict therein That is They
on their oath say they find for y^e Plt. eight Pounds lawful money Damages
and Cost of Court - It is therefore considered by the Court that the s^d

Daniel

Daniel do recover against the Debt the Sum of Eight Pound lawful money Damages and Cost of Court

The debt by his said Attorney appeals from a Judgment of this Court to the next Superior Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September next. And he recognises with Sureties as follows for Mr. Mores prosecuting his Appeal with Effect as by the said Recognizance on file it appears

Josina Ballard of Hadley in the County of Hampshire Gent^l Plt. vs. Abner Graves of Swansea in the Province of New Hampshire Husbandman debt. in a plea of Plea in fact for that the said Abner on the tenth day of January last at a place called the North Pond in New Salem in the County of Hampshire took the Mare one Mare of the s^d Josina five years old and drove her away and impounded her in the Plt. Private Pound in said Hadley and in the said Pound of said Mare unjustly detained against Hedger and Sureties until this day viz the day of s^d Date of the Plt. Writ to the Damage of the said Josina &c. The Plt. appears.

And the said Abner Graves by Joseph Hawley Esq^r his Attorney comes & defends the force and Injury when &c. and well avows the taking of the Mare in s^d foregoing Declaration mentioned in the place therein mentioned because he says that the said Mare at the time of his taking her and long before was the proper Mare of him the Debt. and of Right belonging to him and that he took s^d Mare as his own mare as justly in might all which the Debt. is ready to Verify and therefore prays Judgment if the said Ballard the Plt. ought to have this his Action maintained against him ~ And the said Josina says that the said Mare was the Property of the Plt. as is set forth in the Plt. Writ Without That that the said Mare was the property of the said Abner and this he prays may be inquired of by the Country ~ And the Debt. likewise doth the same.

Thereupon the Evidence being produced in Court and the Parties fully heard thereon the Case was committed to the Jury Mr. Samuel Ely foreman and his fellows Who return their Verdict therein in these Words viz the Jury find for the Plt. the Property of the one Mare sundry and Twenty Shillings Damages and Cost of Court. It is therefore Considered by the Court that the s^d Josina do recover against the said Abner the Property of the abovesaid one Mare and Twenty Shillings lawful money Damages and Cost of Court taxed at Two pounds sixteen shillings & penny &c. he may have his Execution thereof.

Thomas William of Deerfield in the County of Hampshire Esq^r Plt. vs. Joseph Skinner late of Middletown in the County of Hartford in the Colony of Connecticut since Resident in Barnardston in the said County of Hampshire yeoman debt. in a plea of the Case wherein the Plt. demands five pounds 19/7 due by books as s^d Amount on file & on s^d first of June last of Debt. promised & same to s^d Plt. on Demand But has not paid the same. The Plt. appears ~ The Debt. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Debt. five pounds nineteen Shillings and Seven pence lawful money Damages and Cost of Court taxed at Two pounds 2/9. Execⁿ is 16th Sept. 1763

Mores Evans of Warwick in s^d County of Hampshire yeoman Plt. vs. Josiah Swans Robinson of Charlton in the County of Worcester yeoman Debt. in a plea of s^d Robinson

Case wherein a Plt. declares that a Debt on the 15th day of May 17⁶³ by his note for Value received promised the Plt. to pay him & deliver him at Northfield by the 15th day of June then near forty good Iron Sheep Scales weight of good Wool in seven pounds 6^s in West India Goods at a market price or fifteen pounds 6^s on demand but has not fulfilled his said promise. The Plt. by Daniel Jones Gent^l his Attorney appears. The Debt. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Debt. fifteen pounds six shillings eight pence lawful money Dam^t. and Cost of Court taxed two pounds 10^s 11^d. Ex^o in. 21st Mar. 1764.

Case wherein a Plt. declares that a Debt on the 25th of Oct^r last promised a Plt. within six months six & further sum of thirteen pounds 6^s which the Debt. on the said 25th of Oct^r by his other note promised a Plt. by the first of June then next with the Interest but has not paid. The Plt. by Elisha Porter Gent^l his Attorney appears. The Debt. tho' three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the s^d do recover against the said Samuel eighteen pounds sixteen shillings & eleven pence lawful money Damages & Cost of Court taxed at two pounds 5^s 3^d. Ex^o in. 15th Nov. 1763.

Case wherein a Plt. declares that a Debt on the 24th of June last by his note for Value rec^d promised the Plt. on demand with the Interest &c but has not paid. The Plt. by Elisha Porter Gent^l his Attorney appears. The Debt. tho' three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the said Cyrus do recover against the s^d Isaac twenty pounds three shillings & four pence lawful money Damages and Cost of Court taxed at two pounds four shillings & five pence. Ex^o in. 3rd Oct. 1763.

Case wherein a Plt. declares that a Debt on the 21st of January last by his note for Value rec^d promised the Plt. on demand with Interest but has not paid. The Plt. by Elisha Porter Gent^l his Attorney appears. The Debt. being three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the Plt. do recover against the Debt. Three pounds six shillings and eleven pence three farthings lawful money Damages & Cost of Court taxed at one pound thirteen shillings & five pence. Ex^o in. 27th Sept. 1763.

Case wherein a Plt. declares that a Debt on the 23rd of August 1762 promised to the Plt. or his order on demand with the Interest but has not paid. The Plt. by Daniel Jones Gent^l his Attorney appears. The Debt. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Debt. ten pounds six shillings & eight pence lawful money Damages and Cost of Court taxed at two pounds five shillings and a penny. Ex^o in. 21st 5th 1763.

Case wherein a Plt. declares that a Debt on the 15th day of May 17⁶³ by his note for Value received promised the Plt. to pay him & deliver him at Northfield by the 15th day of June then near forty good Iron Sheep Scales weight of good Wool in seven pounds 6^s in West India Goods at a market price or fifteen pounds 6^s on demand but has not fulfilled his said promise. The Plt. by Daniel Jones Gent^l his Attorney appears. The Debt. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Debt. fifteen pounds six shillings eight pence lawful money Damages & Cost of Court taxed at two pounds 10^s 11^d. Ex^o in. 21st Mar. 1764.

Twenty three pounds which the Defendant on the 19th day of January 1763
his note for Value rec. promised the Plt. to pay him or order on demand or if ^{Imead}
value thereof in Good West India Rum &c as by the Writ is fully set forth ^{Wells}
The Plt. by Daniel Jones Gent. his attorney appears. The Deft. being thrice
publicly called makes default of Appearance here. It is therefore Considered
by the Court that the Plt. do recover against the Deft. twenty three pounds lawful
money damages & Cost of Court taxed at Two Pounds 4s 9d. Exceon is 15th Nov. 1763.

Joseph Browning of Brimfield in the County of Hampshire yeoman Plt. vs Henry
Hooker of Sturbridge in the County of Worcester yeoman Deft. in a plea of the Case ^{Browning}
wherein the Plt. demands four pounds 16s which the deft. on the 25th of Sept. 1762 by ^{Hooker}
his note promised the Plt. on demand with the Interest but has not paid - The Plt. by
Timothy Danielson Gent. his attorney appears - The Deft. being three times publicly
called makes default of appearance here. It is therefore Considered by the Court that
the Plt. do recover against the Deft. five Pounds one Shilling & Six Pence lawful money
Damages & Cost of Court taxed at Two Pounds Nine Pence. Exceon is 13th Sept. 1763.

Daniel Baldwin Jun^r of Mansfield in the County of Windham in the Colony of ^{Baldwin}
Connecticut Comwainer Plt. vs John Ingersoll of South Brimfield in the County of ^{Ingersoll}
Hampshire yeoman Deft. in a Plea of the Case wherein the Plt. demands thirteen pound
eight shillings which the Deft. on the 30th day of June 1762 by his note promised y^e Plt.
on demand with Interest but has not paid - The Plt. by Tim^l Danielson Gent. his att^y
appears. The Deft. being three times publicly called makes default of Appearance here
It is therefore Considered by the Court that the s^d Daniel do recover against the
s^d John fourteen Pound, Six shillings and nine pence lawful money Damages and
Cost of Court taxed at Two pounds 11s 11d like money. Exceon is 2nd Sept. 1763.

Joseph Thompson of Brimfield in the County of Hampshire Gent. Plt. vs John
Ingersoll of South Brimfield in the same County yeoman deft. in a plea of the Case ^{Thompson}
wherein the Plt. demands nine Pounds lawful money which the deft. on the Twenty ^{Ingersoll}
fifth of April last by his note for Value received promised to pay to the Plt. or order
within three months from that date and if not then Interest until paid &c as by the
Writ on file more fully appears. The Plt. in this Case being three times publicly
called to come into Court is Nonsuit - Thereupon the Deft. by Cornelius Jones Gent.
his Attorney comes and humbly prays that his reasonable Costs may be adjudged
to him - It is therefore Considered by the Court that the said John do recover
against the s^d Joseph for his the said John's Costs and Laurence in defending the
Suit of the said Joseph the Sum of £ lawful money allowed him &c

Thomas Steedman of Windham in the County of Windham in the Colony of Connecticut ^{Steedman}
Gent. Plt. vs John Ingersoll of South Brimfield in the County of Hampshire yeoman deft. ^{Ingersoll}
in a plea of the Case wherein the Plt. demands fifteen Pound, 10s which the deft. by his
note on the 24th of July 1762 by his note for Value rec^d promised to the Plt. on demand with
the Interest but has not paid - The Plt. by Timothy Danielson Gent. his att^y appears.
The Deft. being three times solemnly called to come into Court makes Default of
Appearance here - It is therefore Considered by the Court that the said
Thomas do recover against the said John sixteen Pounds fourteen Shillings &
nine pence one farthing lawful money Damages and Cost of Court taxed at
Two pounds Seven Shillings and eleven pence - Exceon is 27th Sept. 1763.

126
Simon
Ingersoll
Jacob Simons of Windham in the County of Windham in the Colony of Connecticut Traders
Plt. vs John Ingersoll of South Brimfield in the County of Hampshire yeoman
Def. in a plea of the Case wherein the Plt. complains and says that J^r. John at
Springfield on the 22^d of Feb^r 1762 by his note for Value rec^d promised J^r. Plt. to pay
him ten Pounds 10^s lawful money on demand with Interest until paid but has
sailed or sent to the Plt. damage 14^s. The said Jacob Simons & John Ingersoll
come here into this Court and here before this Court agree to submit this Case
together with all other demands they have against each other to the final determi-
nation and award of Joseph Blodget of S^t. Brimfield Gent. Moses Ship of Springfield
Gent. and James Lawrence of South Brimfield Physician or of either two of them
Arbitrators mutually chose by the said Parties - And It is ordered that the s^d. Arbitra-
tors do hear the said Parties consider the matters submitted to them as above &
make their award thereon and bring the same into this Court as soon as may be
and such award of the said Arbitrators is to be final and of force in full in the mean time

Simon
Ingersoll
Jacob Simons of Windham & Trader Plt. vs John Ingersoll of S^t. Brimfield &
yeoman Def. in a plea of the Case wherein the Plt. demands Three Pounds 17^s. which
the deft. on the 25th of Dec^r 1761 by his note for Value rec^d promised the Plt. to pay him
by the first of January then next with Interest until paid but has not paid &
the s^d. Parties come into Court and here before this Court agree to submit the Case
and all other demands to final Determination and Award of the Arbitration
above named mutually chosen as above and the like order is made in & case

Plt. vs
Ingersoll
Abner and Archelaus Flint of Windham in the County of Windham in the Colony of
Connecticut Traders Plt. vs John Ingersoll of S^t. Brimfield in the County of
Hampshire yeoman Def. in a plea of the Case for that the said John at said Springfield
on the 15th day of January 1762 by his note for Value received Promised the Plt. to pay
them nine Pounds 18^s lawful money at or before the first day of November then next with
the lawful Interest till paid yet the said John tho' often requested hath not paid y^t same
but unjustly neglects it to the damage of the said Abner and Archelaus as they say 24^s.
The Plt. by Timothy Danielson Gent^l their Attorney appear - And the s^d. John by some
Jones Gent^l his Attorney comes and defends and for plea saith that the Plt. Writ is bad
and ought to be abated first for that the Deft. is called in the Plt. Writ John Ingersoll
of S^t. Brimfield in the County of Hampshire & whereas at the time of the Purchasing and
issue of the Plt. Writ long time before and now is an Inhabitant of South Brimfield
in the said County and ought to have been called John Ingersoll of South Brimfield in y^e
Plt. Writ 2^d for that the Deft. is said in the Plt. Writ to make answer to Abner and Archelaus
Flint and it is not set forth in the Plt. Writ what said Abner's or name is so that y^e
def^t. cannot know by the Plt. viewing who said Abner is by any surname given him
in s^d. Writ which ought to have been set forth all which the Deft. is ready to verify and
thereof prays Judgment &c. - Thereupon the Premises being seen by the Justice now here
it appears to the said Justice that the Plt. Writ is bad and not well brought. It is
Therefore Confirmed that the said Writ be and hereby is abated and that the s^d. John
do recover against the Plt. his Cost in defending this Suit

Simon
Ingersoll
Benjamin Pomeroy Gent^l and Esther Pomeroy gentlewoman both of Northampton in y^e County
of Hampshire Plt. vs on the Goods and Estate of Abisha Pomeroy lately of Northampton
Gent^l Def. Intestate Plt. vs Benjamin Sheldon of Bernardston in the same County
Gent^l Def. in a plea of the Case wherein the Plt. demand fourteen Pounds 3^s 1^d which y^e
def^t. on a first of Jan^r 1762 owed the s^d. Abisha then alive for sundry Articles of Account
and

then promised him to pay to him & Eliza on demand but never paid to him
or to Eliza. The Plt. by Joseph Hawley by their Attorney appears. The Deft.
being three times publicly called makes default of Appearance here.

It is therefore Considered by the Court that the Plt. in their Capacity
do recover against the Deft. Court fees Pounds three Shillings and a penny half penny
lawful money Damages and Cost of Court taxed at one Pound 16/5.

Exon is. 13th Sept. 1763.

Joel Baskitt of Northampton in the County of Hampshire Yeoman Plt. vs
Nathaniel Baskitt of South Hasley in the same County Yeoman Deft. in a Plea of the Case
wherein the Plt. demands Pounds 16/10 which the Deft. on the 6th of Sept. 1762
by his note promised the Plt. on demand with the Interest but has not paid so
The Plt. by Joseph Hawley by his Attorney appears. The Deft. being three times pub-
licly called to come into Court makes default of Appearance here. It is therefore Considered
by the Court that the Plt. do recover against the said Nathaniel Seventeen Pounds
fifteen Shillings and eight Pence half Penny lawful money Damages and Cost of
Court taxed at Thirty Shillings and five Pence.

Exon is. 30th Sept. 1763.

Caleb Strong of Northampton in the County of Hampshire Gent. Plt. vs Nathaniel
Baskitt lately of South Hasley in the same County Yeoman Deft. in a Plea of the Case
wherein the Plt. demands Ten Pounds which the Deft. on the Sixth day of Sept. 1762 by his
note promised the Plt. on demand with the Interest but has not paid so. The Plt.
by Joseph Hawley by his Attorney appears. The Deft. being three times publicly called
to come into Court makes default of Appearance here. It is therefore Considered
by the Court that the Plt. do recover against the Deft. Nine Pounds, seven Shillings and
six Pence lawful money Damages & Cost of Court taxed at one Pound 10/5.

Exon is. 1st
October 1763.

Daniel Leonard of Springfield in the County of Hampshire Husbandman Plt. vs
John Storkwell of Springfield aforesaid Cooper Administrator on the Goods & Estate of
John Storkwell lately of Springfield afores. Cooper dec. intestate Deft. in a Plea That
said John renders to & Daniel £250. lawful money which he owes & Plt. and which
the Plt. says that the said John dec. in his life time by three several bonds under his hand
and Seal bearing date the fourth day of April 1758 bound himself by Plt. to pay to
him on demand but never paid in his life time and & Plt. complains that the said
Defd. has not paid the same so All which is monfully set forth in the Plt. Writ
bearing date the first day of July 1763. The Plt. by Joseph Hawley by his Att. appears.
And the said Defd. comes into Court and Confesses the forfeiture of the said
bonds and prays an equitable Chancery thereof by this Hon^{ble} Court. It is therefore
Considered by the Court that the said Daniel do recover against the said John's Estate
in the Hands and under the Administration of the said Defd. One Hundred and Eleven
Pounds Nine Shillings and Seven pence being the Chancery of the said bonds Debt and
Cost of Court taxed at one pound Eleven Shillings & Eleven pence. Exon is. 9th Sept. 1763.

Isaac Colton of the first Parish in Springfield in the County of Hampshire Gent. Plt. vs
Heber Honestman lately of a place called Huntstown in the same County Yeoman Deft.
in a Plea of the Case wherein the Plt. demands 36^s which the Deft. on the 14th of March
1763 by his note promised the Plt. on demand with the Interest but has not paid so
The Plt. by Joseph Hawley by his Att. appears. The Deft. being three times publicly
called to come into Court makes default of Appearance here. It is therefore
Considered by the Court that the said Isaac do recover against the Defd. Heber Two
Pounds five Shillings and nine Pence lawful money Damages and Cost of Court taxed
at one Pound fifteen Shillings and Eleven Pence. Exon is. 23rd July 1764.

127
Stephen Higby of Walpole in the County of New Hampshire in New England Husband
Higby } mar. Plt. in Debt. Ely of Springfield in the County of Hampshire German Debt. in a
128 } Plea of Trespass on the Case and whereupon the Plt. complains That he on the last day
129 } of August last past at Springfield aforesaid was possessed of one Hundred and Seven
130 } Cattle of Cows and one Hoghead containing the sum of the Value of thirty eight
Dollars as of his own proper Goods and Chattels and being so possessed thereof afterward
That is to say on the last day of August aforesaid he the Plt. out of his hands and possession
the said Goods and Chattels casually lost which Goods and Chattels to wit the said Cows and
Hoghead afterward to wit on the said last day of August aforesaid came to the hands and
possession of the Plt. by his finding the same Nevertheless the Debt. altho he knew the
said Cows and Hoghead to be the Property of the Plt. and of right to belong & pertain
to him the Plt. yet intending cunningly to deceive and defraud the Plt. in this particular
of the said Cows and Hoghead hath not delivered the said Cows and Hoghead to y.
Plt. altho the Debt. has been often by the Plt. thereto requested but the Debt. after-
wards viz on the first day of March last at Springfield aforesaid the said Cows and
Hoghead converted and disposed to his proper use and Benefit to the Damage of the
said Stephen Lys. The Plt. by Joseph Hawley Esq. his Attorney appears -
And the said Debt. by John Worthington Esq. his Attorney comes and defends &c &
says that he is not guilty in manner and form as the Plt. in his Declaration has
alleged and thereto puts himself on the Country -

And the Plt. respecting Liberty to waive the following Denuncer and
to make any other reply to the debt. plea at the Trial of the appeal says that
the Debt. plea and the matters therein contained are an insufficient Answer to his
Declaration and thereof prays Judgment - And the Debt. appearing to the Plt. reputation
says his plea is sufficient - Thereupon the premises being read and by the Justices now here
present it appears to the said Justices that the foregoing plea of the Debt. by him
in manner aforesaid made is a good and sufficient answer in Law to the Plt. Decla-
ration aforesaid - It is therefore considered that the said Stephen by his Plea aforesaid have
nothing but that for his grounds demand he be in Merit - It is also considered that
the Debt. recover against the said Stephen basis of defending his suit -

The Plt. by his said Attorney appeals from the Judgment of this Court to the
next Superior Court of Judicature to be holden at Springfield within and for y.
County of Hampshire on the fourth Tuesday of September next and recognizance
with Vindictas as the Law directs for the Defendant in appealing an appeal with
Effect as by the said Recognizance on file it appears -

131 } Eberes Ameroy Gent. and Esther Pomeroy Gentlewoman both of Northampton the
132 } County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy lately
133 } of Northampton afores. Gent. Deceased Intestate Plt. vs William Collier and of Springfield
134 } in the same County Co-surety and Dorothy his Wife To which said William & Dorothy
since the Death of Miniam Ashley deceased Intestate who was sole Executrix of the last
will and Testament of Noah Ashley lately of Westfield in the said County Esq. Sec.
the Administration of the Goods and Estate of the said Noah not administered by the
Miniam at her death in due form of Law is Committed Debt. in a plea of Case
for that whereas the said Noah on the first day of August AD 1755. seeing then alive
at Springfield aforesaid was indebted to the said Elisha also then living in y. sum
of one hundred and ten pounds & 10 lawful money for divers Sums of like money
amounting in the whole to that sum by the said Elisha at the special Instance and
request of the said Noah and to the use of the said Noah before that time laid out

and paid and being so indebted he the said Noah afterwards in his life that
to say the same day and year at Springfield aforesaid in consideration thereof under
took and faithfully promised to the said Elisha then alive to pay him the same sum
money whenever after he the said Noah should be thereto requested. And whereas
afterwards to wit the same day and year in the life time of the said Noah he the
Noah at Springfield aforesaid was indebted to y^e said Elisha then alive in another sum
of One Hundred and ten pounds 8^s 10^d like lawful money for divers Goods Wares and
Merchandises of the said Elisha by him before that time sold and delivered to the said
Noah at his special request and being so indebted he the said Noah afterwards in his
life time to wit the same day and year at Springfield aforesaid in consideration
thereof promised the said Elisha then alive to pay him the same on demand -
Nevertheless the said Noah in his life time and the said Miriam after his Death in
her life time and the Deft. after the Death of the said Miriam the several promises of
the said Noah so made or aforesaid not receiving the said several Sums of money
or any money thereof to the said Elisha in his life time or to the Plt. or either of them
since the Death of the said Elisha have not paid nor hath either of them paid
altho to wit the said Noah in his life time and in the life time of the said Elisha by
him the said Elisha was often requested And altho to wit after the Death of the
Noah the said Miriam in her life time and in the life time of the said Elisha by
him the said Elisha was often requested And altho to wit the said Miriam in her
life time and after the Death of the said Elisha by the Plt. was often requested and
altho also to wit the Deft. since the Death of the said Miriam by the Plt. have been
often requested But the said Noah in his life time and the said Miriam after his
Death in her life and the Deft. ever since the Death of the said Miriam have
denied to do it to the Damage of the Plt. as they say £240.

The said Parties came into this Court and here in Court agree to submit y^e Cause
to the final Determination and award of Eleazer Porter of Hallowell by Obadiah Dinkin
son Gent^l and Elisha Hubbard yeoman both of Hallowell or any two of them / Arbitrators
mutually chose by the said Parties - And it is ordered that the said Arbitrators
where the said Parties confer the Matter submitted to them as aforesaid that they
make their Award thereon and bring the same into this Court as soon as may be and
such award of the said Arbitrators or of either two of them in the premises is to be
final and the Case is continued to the next Term of the Court -

Prudence Stoddard of Northampton in the County of Hampshire Gentlewoman Plt. (Stoddard
vs. William Whitney late of Weston in the County of Middlesex yeoman Executor of the
last Will and Testament of George Harrington lately of Brookfield in the County of
Worcester yeoman dec^d Deft. in a plea that the said William owes to the s^d Prudence
sixty Pounds lawful money which he unjustly detains from Her and Whereupon
the said Prudence complains that whereas the said George dur^g in his life time viz
on the Second day of September 1755. by his bond Dated the day and year last
aforesaid in Court to be produced bound himself to the Plt. to pay her the s^d
sum on demand Nevertheless the said George dur^g in his life time and the said
William after the death of the said George the s^d sum or any part thereof to y^e
said Plt. hath not paid nor have either of them paid Altho to wit the s^d George
dur^g in his life time by the Plt. was often requested and altho the s^d William since
the death of the said George to do it has been by the Plt. often requested but the said
George in his life time always refused & y^e William since the death of the s^d George
has always hitherto refused & still refuses to do it to y^e Damage of the Plt. £100. The Plt.

The Plt. by Joseph Hawley by her Attorney appears - And the said William the Executor by John Worthington by his Attorney comes into Court and reserving to himself the Liberty of Waiving this Plea at the Trial of the appeal and making any plea that he might any time have made at this Court now pleads that the said George never promised in manner and form as the Plt. in her Declaration has alleged and thereof the Execr puts himself on the Country - And the said Indence consenting thereto now says in reply that the said William's plea above pleaded and the matters therein contained is an insufficient answer to her Declaration and that he is not holden by the Law of the Land to answer thereto therefore she prays that her debt may be adjudged to her - And the said William says that his plea aforesaid is sufficient - Thereupon the Premises being seen and by the Justices now here present fully understood It appears to the said Justices that the aforesaid plea of the said William is not a good and sufficient Answer in Law to the Plt's Declaration aforesaid but that the same remain good & It is therefore Considered by the Court that the said Indence do recover against the Estate of the said George in the Hands of the said Executor Sixty Eight Pounds Seven Shillings and four pence lawful money being the Chancery of the said bond Debt and Cost of Court taxed at fifty two shillings and seven pence - The said William by his said Attorney appeals from the Judgement of this Court to the next Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant prosecuting his Appeal with effect as by the said Recognizance on file it appears -

Smith
v
Rice } Joseph Smith of Hatfield in the County of Hampshire yeoman Plt. vs Samuel Rice late of Templedown in the County of Worcester yeoman Deft. in a plea of the Case wherein the Plt. demands seven pounds 15s which the deff. on the Tenth day of May 1756 by his note promised the Plt. on demand with the Interest &c but has not paid -
The Plt. by Joseph Hawley by his Attorney appears. The Deft. being three times publicly called to come into Court makes Default of appearance here -
It is therefore Considered by the Court that the said Joseph ^{Smith} do recover agt the said Samuel four pounds Sixteen Shillings and ten pence lawful money damⁿ and Cost of Court taxed at one pound 16s 7d - Execn is 16th Nov. 1763 -

Hunt
v
Smith } Ebenezer Hunt of Northampton within the County of Hampshire Gent. Plt. vs James Smith late of Sheffield in the County of Berkshire Gent^l Deft. in a plea of Trespass on the Case wherein the said Ebenezer Complain why, whereas the said James after the first day of May 1755 to wit the 17th day of February 1759 at Northampton aforesaid made his certain note in writing with his own proper Hand thereto subscribed called a promissory note and thereby promised to pay to one Josiah Shelden or order six Pounds eight Shillings & 3d meaning lawful money ^{on demand} with the Interest until paid for Value received, And the whole Contents of the same note being unpaid the said Josiah afterwards the same day and year last aforesaid at Northampton aforesaid indorred that note with his own proper hand thereto subscribed and thereby appointed the Contents of the same note to be paid to the Plt. or his order for Value received of which the said James afterwards the same day and year above^d at Northampton aforesaid had Notice and by And by Reason of the Premises and by force of the Statute in such Case made and provided the said James was and became liable to pay to the Plt. the whole Contents of the said note according to the Tenor thereof and

and so being thereto liable the same James afterwards comit the same
lay and year last above, at Northampton afores. in consideration thereof to
the Plt. then and there faithfully promised to pay him the Contents of the
said Note according to the said Tenor thereof Nevertheless he the said James never
paid the Contents of the said note to the Plt. altho' to do it he has been often
requested but wholly denies to do it to the damage of the said Ebenezer Hunt as
he says fifteen Pounds. The s^d Ebenezer comes here by Joseph Hawley Esq.
his Attorney. And the said James Smith by Mark Hopkins Esq. his
Attorney comes and defends &c and reserving liberty to alter his plea at the
Trial of the Appeal says the bond declared on is not his Act and Deed and
and thereof he puts himself on the Country. And the said Ebenezer Hunt
consenting to the def^t Reservation says that the Plea by the def^t above pleaded
and the matters therein contained are insufficient in Law neither is he bound
by the Law of the Land to make answer thereto, and this he is ready to verify
wherefore he prays Judgment that he have his Damages and Cost.
And the said James says his plea is sufficient.

Thereupon the Premises being seen and by the Justices Now here
present fully understood it appears to the said Justices that the aforesaid
plea of the said James Smith is not a good and sufficient Answer in Law
to the Plt's Declaration afores. and that the said Declaration is good &c

It is therefore Considered that the said Ebenezer do recover against
the said James eight Pounds, two Shillings and five Pence lawful money
Damages and one pound sixteen Shillings and seven pence allowed him by
the Court with his Cost for both and Expenses of this Suit &c

The said James by his said Attorney appeals from the judg-
ment of this Court to the Superior Court of Judicature &c to be holden at Spring-
field within and for the County of Hampshire on the fourth Tuesday of Sep-
tember next. And he recognises with Sureties as the Law directs for the
Appellant, prosecuting the said Appeal with Effect, as by the said Recog-
nizance on file it appears.

John Marshall of South Hadley in the County of Hampshire Gent. Plt. vs
Elijah Aivord of the same South Hadley yeoman Def^t in a plea of the Case wherein
the Plt. demands three Pounds of which the Def^t by his note dated the 2^d day of June
1762 promised the Plt. within three Months with the lawful Interest afterwards
until paid but has not paid & come to this day. The Plt. by Joseph Hawley Esq.
his Attorney appears. The Def^t being three times publicly called makes default
of Appearance here. It is therefore Considered by the Court that the said John
do recover against the said Elijah Two pounds one Shilling and seven pence
lawful money Damages and Cost of Court taxed at thirty Shillings & seven pence.
Execut^d Nov. 22. 1763.

John Sheldon of Dursfield in the County of Hampshire yeoman Plt. vs Noah
Baker of Sunderland in the same County yeoman Def^t in a plea of the Case wherein
the Plt. demands fifty three Pounds 6^s which y^e Def^t on the nineteenth day of April
1762 by his note for Value received promised the Plt. on or before the first day of
May last with the lawful Interest thereof until paid but has not yet paid &c
The Plt. by Joseph Hawley Esq. his Attorney appears. The Def^t being three
times publicly called makes default of Appearance here. It is therefore
Considered by the Court that the said John do recover against the s^d Noah
fifty seven pounds fourteen Shillings and two pence half penny lawful money
Damages & Cost of Court taxed at thirty eight Shill. & six pence. Execut^d in 5th Oct. 1763.

121.
Taylor { Othniel Taylor of a place called Charlemont in the County of Hampshire yeoman plt.
vs Jonathan Smee of Greenfield in the same County yeoman deft. in a plea of y
Smead } case wherein the plt demands six pounds which the Deft. on the 28th day of May
1762 by his note promised the plt. by the first of October then next and the interest
thereof in turn which & deft. by his other note of the same date promised the plt
to pay him by the first day of July then next, yet has not performed either of
his said promises. The plt. by Joseph Hawley by his Attorney appears.
The Deft. being three times called to come into Court makes default of appear-
ance here. It is therefore Considered by the Court that the said Othniel do
recover against the said Jonathan nine Pounds eighteen Shillings & eight
pence lawful money Damages and Cost of Court taxed at two Pounds four
Shillings and ten pence. Exon id. 15th Nov: 1763.

Idem
Allin { Othniel Taylor of a place called Charlemont in y. County of Hampshire
yeoman plt. vs Amos Allin of Greenfield in the same County yeoman deft. in
a plea of the Case wherein the plt. demands Twenty pounds 11/4 which y. Deft.
by his note on the Second day of June 1763 promised the plt. with the lawful
Interest thereof till paid but has not paid. The plt. by Joseph Hawley by his
Attorney appears here. But the Deft. tho' three times publicly called makes
default of appearance here. It is therefore Considered by the Court that the
said Othniel do recover against the said Amos Twenty Pounds Seventeen
Shillings and ten pence lawful money Damages and Cost of Court taxed at Two
Pounds five Shillings and four pence. Exon id. 15th Nov: 1763.

Woods
Fiske { David Woods of New Braintree in the County of Worcester Gentleman plt. vs
Ebenzer Fisk late of Buryfield in the County of Hampshire yeoman deft. in a plea
of the Case wherein the plt. demands three Pounds which y. Deft. on the fourth day
of May 1762 by his note promised the plt. with the lawful Interest thereof by y.
fourth day of September then next. Also a further sum of three Pounds 6/8 which
the Deft. on the said fourth day of March by his other note promised to y. plt. or
his order with the lawful Interest thereof by the fourth of the month of February
then next, yet has never paid to this day. The plt. by Joseph Hawley by his
Attorney appears. The Deft. being three times publicly called makes default
of appearance here. It is therefore Considered by the Court that the plt. do recover
against the Deft. Six Pounds sixteen Shillings and nine pence lawful money
damages and Cost of Court taxed at one pound nineteen Shillings and a penny

Hunt
Morgan { Ebenzer Hunt of Northampton in the County of Hampshire Gent. plt. vs Joseph
Morgan late of Springfield in the County of Wiltshire yeoman deft. in a plea of y.
Case wherein the plt. demands fourteen Pounds eight Shillings which the Deft. on
the first of November 1760 by his note promised the plt. by the first of May then next
with the lawful Interest thereof until paid but has never yet paid. The plt. by
Joseph Hawley by his Attorney appears. The Deft. being three times publicly
called to come into Court makes default of appearance here. It is therefore
Considered by the Court that the said Ebenzer do recover against the said Joseph the
sum of sixteen Pounds sixteen Shillings and one penny one farthing lawful money
Damages and Cost of Court taxed at one Pound 10/3. Exon id. 16th Nov: 1763.

Eastbridge
Gunn { Oliver Partridge of Hatfield in the County of Hampshire by plt. vs Henry Gunn late of
Great Barnington in the County of Berkshire Widow Administration on the Goods & Estate
of Stephen Gunn dec'd. lately of that place in the County of Berkshire aforesd. which at
the time of his death was part of y. Township of Sheffield but now the Town of Great Barnington
after.

aforsaid Cordwainer Deft. in a plea that the Deft. render to the Plt. two Thousand Pounds lawful money of the Province of the Massachusetts Bay in New England which the unjustly detain from the Plt. for this, namely that Whereas, the said Stephen Gunn in his life time to Wit on the fifteenth Day of July A.D. 1761 at a place called Sheffield in Springfield aforsaid by his bond dated the day and year last aforsaid in Court to be produced behind Himself by the name of Stephen Gunn of Sheffield in the County of Hampshire in the Province of the Massachusetts Bay in New England Cordwainer to the Plt. by the name of Oliver Partridge by of Hatfield in the County of Hampshire Sheriff for County in the sum of Two Thousand Pounds lawful money of the Province aforsaid to be paid to the Plt. whenever afterward, he the said Stephen should be thereto required yet the said Stephen in his life time or the s^d Eleanor since his death have not nor hath either of them paid the said Sum or any part thereof to the Plt. altho' to wit the said Stephen in his life time was often by the Plt. required and altho' also the said Eleanor to wit since the s^d Stephen's Death has been often required but he the said Stephen in his life time always denied to pay the said Sum to the Plt. and she the said Eleanor since his Death has always, hitherto denied and still does deny to wit to pay Damage of the said Oliver Partridge as he says, Two thousand Pounds

The Parties come here into this Court and with the leave of this Hon^{ble} Court agree that this action shall be continued to next Term of this Court and that the said Parties have further day before the Court viz at the next Term. &c

Samuel Hinddale of Greenfield in the County of Hampshire yeoman pl^t. vs ^{Hinddale}
Benjamin Graves of the same Greenfield yeoman Deft. in a plea of the Case wherein ^{Graves}
the Plt. demands thirty three Pounds 6^d which the Deft. on the 19th of May 1762 by his note promised the Plt. by the first of May then next 2 y^r lawful Interest thereof until paid but has not performed &c The Plt. by Joseph Hawley by his Attorney appears the Deft. being three times publicly called makes default of appearance here —

It is therefore Considered by the Court that the Plt. do recover against the deft. nineteen Pounds eight Shillings lawful money Damages and Cost of Court taxed at Two pounds three shillings and a penny. Exon J^{ps} 16th Nov. 1763

Benjamin Dornery Gent^l and Esther Dornery Gentlewoman both of Northampton in the County of Hampshire Administrators on the Estate of Elisha Dornery lately Adm^r of Northampton afors^d Gent^l dec^d. Intestate Plt. vs John French of South Hadley in the same County yeoman Deft. in a plea that he render to them sixty Pounds 13^s 4^d which he owes them for that he by his bond made the 21st day of August 1761 bound Himself to s^d Elisha then alive to pay him the s^d Sum of sixty Pounds 13^s 4^d on demand but has never paid y^e same, all which is fully declared on file &c The Plt. by Joseph Hawley by their Att^y appear &c The Deft. being three times publicly called to come into Court makes default of appearance here —

It is therefore Considered by the Court that the said Adm^rs in this capacity do recover against the said John Twenty eight Pounds eighteen Shillings and eleven pence lawful money being y^e Chancery of the said bond, debt and Cost of Court taxed at one pound ten shillings & five pence. Exon is 30th Sept. 1763.

Charles Burt of Northampton in the County of Hampshire yeoman pl^t. vs ^{Burt}
John Birge Jun^r of Northampton afors^d yeoman Deft. in a plea of the Case wherein ^{Birge}
the Plt. demands nine Pounds 2^s 6^d which the Deft. on the 17th day of May 1763 by his note promised to y^e Plt. on demand with the lawful Interest but has not paid &c

The Plt. by Joseph Hawley Esq. his Attorney appears - But the Deft. being three times publicly called to come into Court makes default of Appearance there - It is therefore Considered by the Court that the said Plaintiff recover against the said John Nine Pounds sixteen Shillings and Eleven pence lawful money Damages & Cost of Court taxed at one Pound 11/7. Exon 16th Nov. 1763 -

William Billing of Deerfield in the County of Hampshire yeoman Plt. vs Benjamin Munn of Deerfield afores. yeoman Deft. in a plea of the Case wherein the Plt. demands Eight Pounds of which the deft. on the 11th of June last by his note for Value rec^d promised the Plt. on demand with 4th Interest until paid but has not paid & same - The Plt. by Joseph Hawley Esq. his attorney appears - The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. recover against y^e Deft. Eight Pounds twelve Shillings and a penny lawful money Damages and Cost of Court taxed at two Pounds four Shillings - Exon 16th March 1764 -

Moses Stubbin of Deerfield in the County of Hampshire yeoman Plt. vs Jonathan Sprague of Hunktown in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands nine Pounds 1/ which the Deft. on the 15th of Oct. last by his note promised the Plt. on demand with the Interest & as appears it appears. The Plt. by Joseph Hawley Esq. his Attorney appears. The Deft. being three times called to come into Court makes default of Appearance here. It is therefore Considered by the Court that the Plt. recover against the Deft. Nine Pounds ten Shillings and nine pence lawful money Damages and Cost of Court taxed at Two Pounds Six Shillings. Exon 12th Oct. 1763.

Benjamin Billing of Belcherstown in the County of Hampshire yeoman Plt. vs Elijah Alvord late of South Hadley in the County afores. yeoman Deft. in a plea of the Case wherein the Plt. demands thirty one pounds & 4th Interest thereof from 1st of June 1762 at which time y^e Deft. by his note promised y^e Deft. of same sum on demand &c - The Plt. by Joseph Hawley Esq. his Atty appears - The Deft. being three times publicly called makes default of appearance here - It is therefore Considered by the Court that the Plt. recover against y^e Deft. Thirty three Pounds seven Shillings lawful money Damages and Cost of Court taxed at one Pound nine Shillings & eight pence. Exon 14th Mar. 1764 -

Jeremiah Powers of Greenwich in the County of Hampshire Gent^l Plt. vs Eliot Gray & Jonathan Gray both of Pelham in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands Eighteen Pounds, thirteen Shillings & 6th which y^e Deft. on 4th 10th of Oct. 1760. by their note for Value rec^d promised the Plt. by the 10th of Oct. 1762 with the Interest but have not paid to this Day.

The Plt. by Joseph Hawley Esq. his Attorney appears - The Deft. being three times publicly called makes default of Appearance in Court.

It is therefore Considered by the Court that the Plt. recover against the Deft. Twenty one Pounds eight Shillings and eight pence one farthing lawful money Dam^s & Cost of Court taxed at one Pound 7/1. 2d^o 11th July 1764.

John Sly yeoman and Justin Sly Gent^l both of Springfield in the County of Hampshire Plt. vs William Day of the same Springfield yeoman Deft. in a plea of the Case wherein the Plt. demands Eleven pounds which the deft. on the 20th Day of April 1762 by his note promised one Moses Ball to pay to them or his order within a year with Interest but never paid wth of same which Moses & Plt. say was once payment of y^e Content of y^e same note to be made to them, which the Deft.

Def. neglects - The Plt. appears - The Def. being three times publicly called makes default of Appearance here - It is therefore Considered by the Court that the Plt. do recover against the def. Eleven Pounds eighteen Shillings and a penny lawful money damages and Cost of Court taxed at one pound 11/8 - Excon is. 13th Sept. 1763 -

John Elly yeoman and Justin Elly Gent. both of Springfield in y^e County of Hampshire Plt. vs William Smith of the said Springfield yeoman deft. in a plea of the Case wherein the Plt. demand four pounds 5/ which y^e deft. Smith on the 30th of August 1762 by his note promised the Plt. or their Order on Demand with use but has never paid the same - The Plt. appear - The Def. being three times publicly called makes default of appearance here - It is therefore Considered by the Court that the Plt. do recover against the Def. four pounds ten Shillings and two pence lawful money damages and Cost of Court taxed one pound Eleven Shillings & Six pence Excon is. 13th Sept. 1763 -

John Elly yeoman & Justin Elly Gent. both of Springfield in the County of Hampshire Plt. vs John Williston of Springfield aforesd. yeoman deft. in a plea of the Case wherein the Plt. demand Twelve pounds 5/5 which the deft. on the 18th of Juny 1763 by his note for Value recd. promised the Plt. to pay them or order on demand with use and also y^e further Sum of Six Pounds which y^e deft. at y^e same time by his other note promised the Plt. to pay them or order on demand with use but has not performed either of his said Promises - The Plt. appear - The Def. being three times publicly called makes default of Appearance here - It is therefore Considered by the Court that the said John Elly & Justin Elly do recover against the said John Williston eighteen Pound nineteen Shillings and four pence lawful money damages & Cost of Court taxed at one Pound 11/2 Excon is. 13th Sept. 1763 -

Fellow Billings of Sunderland in the County of Hampshire Gent. Plt. vs Isaac Johnson of Shutebury in the County of Hampshire yeoman deft. in a plea of the Case wherein the Plt. demands Six Pounds which the Deft. on the 22^d of Oct. 1761 by his note promised the Plt. by the first of May then next with the Interest and also three Pounds 2/ which the deft. by his other note made y^e 30th of July 1762 promised the Plt. on demand with Interest & also five Pounds 17/ which, on the last day of June last the Deft. owed the Plt. by book & promised him to pay him on demand but has never performed either of the s^d Promises - The Plt. by Mr. Simeon Strong Gent. his Att^y appears - The deft. being three times publicly called makes default of Appearance here - It is therefore Considered by the Court that the s^d Fellow do recover against the s^d Isaac fifteen Pounds sixteen Shillings and five pence half penny lawful money Damages and Cost of Court taxed at Two pounds Six Shillings & nine pence. Excon is. 16th Feb. 1764 -

Benner Porneroy Gent. and Esther Porneroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Estate of Eliza Porneroy late of the said Northampton Gent. de. Plt. vs Isaac Davis of Greenwich in the same County yeoman deft. in a plea of the Case wherein the Plt. demand two pounds 13/4 which the deft. on the 22^d of June 1762 by his promisory note promised the Plt. on demand with the lawful Interest &c - The Plt. by Simeon Strong Gent. their Attorney appear - The deft. being three times publicly called returns into Court makes default of Appearance here - It is

It is therefore Considered by the Court that the Plt. recover against the Deft Two pounds Seventeen Shillings and one penny three farthings lawful money Damages and Cost of Court taxed at Two pounds nine pence. *Exon is. Oct. 7 15th 1763* -

Burt { *Urezer* Burt of Northampton in the County of Hampshire yeoman Plt. vs Aaron Lyman of Belcherstown in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands Thirteen Pounds 5s. which the Deft. on the 26th of May 1760 by his note promised the Plt. on demand with the Interest but has never paid. The Plt. by Simeon Strong Gent. his Attorney appears. The Deft. being three Times publicly called makes default of Appearance here.

It is therefore Considered by the Court that the said Urezer do recover against the said Aaron Fifteen Pounds nine Shillings and ten Pence lawful money Damages and Cost of Court taxed at one Pound nineteen Shillings & a penny.

Same { *Urezer* Burt of Northampton in the County of Hampshire yeoman Plt. vs Joshua Ballard of Hadley in the same County Gent. Deft. in a plea of the Case wherein the Plt. demands five Pounds 5s. which the Deft. on the 12th of August 1762 by his note promised the Plt. on demand with the Interest but has not paid. The Plt. by Simeon Strong Gent. his Attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Urezer do recover against Joshua five pounds Eleven Shillings & nine pence three farthings lawful money Damages and Cost of Court taxed at one pound 19s. *Exon is. 21st Nov. 1763* -

Ingram { *Liisha* Ingram of Amherst in the County of Hampshire yeoman Plt. vs Isaac Johnson of Shutesbury in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands Eleven pounds 14s. 9d. which the Deft. by his note on the 21st day of November 1762 promised y^e Plt. to pay him on the first of may then next with lawful Interest after the Expiration of four months next ensuing y^e Date of said note until paid but has not paid the same. The Plt. by Simeon Strong gent. his att^y appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Twelve Pounds and nine Pence lawful money Damages and Cost of Court taxed at Two pounds three Shillings & three Pence. *Exon is. 21st Nov. 1763*.

Walker { *Edward* Walker of Hadley in the County of Hampshire in the Province of the Massachusetts Bay in New England yeoman Plt. vs Simeon Wood late of Stafford in the County of Hartford in the Colony of Connecticut yeoman Deft. in a Plea of the Case wherein the Plt. demands Eight Pounds which the Deft. on the 24th of December 1762 by his note promised the Plt. to pay him by y^e 24th of June then next with the Interest but has not yet paid. The Plt. by Simeon Strong Gent. his Attorney appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by y^e Court that the Plt. recover ag^t the Deft. eight Pounds six Shill. & eight pence lawful money Damages and Cost of Court taxed at Two pounds & eight pence. *Exon is. 10th Sept. 1763* -

Marble { *Samuel* Marble of Winchester in the Province of New Hampshire yeoman Plt. vs Beniah Grandy of Northfield in the County of Hampshire yeoman Deft. in a plea of y^e Case wherein the Plt. demands five Pounds 9s. which the Deft. on the 29th of December 1761 by his note promised the Plt. to pay him on the last of May then next with Interest till paid but has not paid y^e same. *The*

The Plt. by Simeon Strong gent^r his Attorney appears. The Def^t. being three times publicly called makes Default of Appearance here. It is therefore considered by the Court that the Plt. do recover against the Def^t. five Pounds in Shillings and five pence lawful money Damages and Cost of Court taxed at two Pounds fifteen Shillings & eleven pence. Ex^o is 13th Sept. 1763. Marble
or
Gravel

David Parsons of Amherst in the County of Hampshire Clerk Plt. vs Samuel Henry of Shutebury in the said County yeoman def^t. in a plea of the Case for that Said Samuel at said Amherst on the 19th day of May 1762 by his note for Value received promised the said David to pay him or his heirs or assigns the Sum of Six pounds 16^s. lawful money on or before the nineteenth day of November then next with the lawful Interest in the same till paid yet the said Samuel tho' often thereto requested hath not paid the same or any part thereof but wholly deny, to do it to the Damage of the s^d. David &c. The Plt. by Simeon Strong Gent^r his Atty appears. The Def^t. being three times publicly called to come into Court makes Default of Appearance here. It is therefore Considered by y^e Court that the said David do recover against the said Samuel Seven pounds Six Shillings and two pence lawful money Damages and Cost of Court taxed at two pounds one Shilling and five pence. Afterwards writ now at this same Term comes here the said Samuel by Moses Blip Gent^r his Attorney and Appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield in and for the said County of Hampshire on the fourth Tuesday of September next and Herewith gives with Sureties as the Law directs for the s^d. Samuel's prosecuting his Appeal with Effect as by y^e s^d. Recognizance on file it appears.

Jonathan Childs of New Salem in the County of Hampshire yeoman Plt. vs Joseph Catlin of Deerfield in the same County yeoman Def^t. in a plea of the Case wherein the Plt. demands Ten pounds 6^s 3 which the Def^t. on the 22nd day of April 1762 by his note promised the Plt. to pay him by y^e first of May 1763 with y^e lawful Interest &c. The Plt. by Simeon Strong Gent^r his Attorney appears. The Def^t. being three times publicly called makes default of Appearance in Court. It is therefore Considered by y^e Court that the said Jonathan do recover against the said Joseph Eleven Pounds two Shillings and ten pence lawful money Damages & Cost of Court taxed at Two pounds Six Shill. & one penny Ex^o is 15th Oct. 1763. Childs
or
Catlin

Moses Billing yeoman and Samuel Blodget Physician both of Sunderland in the County of Hampshire Plt. vs Aaron Orgood of Winghamshire so called in the same County yeoman def^t. in a plea of the Case wherein the Plt. demand thirty seven pounds 5^s 10^d which the def^t. on the 19th of April 1762 by his note promised the Plt. to pay to them or order on demand with Interest but has not paid &c. The Plt. by Simeon Strong Gent^r their Attorney appear. The def^t. being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the said Moses & Samuel do recover against the said Aaron Forty Pounds five Shillings and six pence one farthing lawful money Damages and Cost of Court taxed at Two pounds five Shillings and five pence &c. Ex^o is 12th Oct. 1763. Billing
or
Orgood

132
Hedge
or
Gibbs

Elisha Hedge of Harswick in the County of Worcester Sheriff Pet. vs Abraham Gibbs of Greenwich in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Pet. demands Ten pounds 10^s. which the Deft. on 7th 29th day of July 1762 by his note promised the Pet. to pay him or order on demand with Interest but has not paid - The Pet. by Simeon Strong gent^r his attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Elisha recover against the said Abraham Eleven pounds, ten shillings and a penny lawful money damages and cost of Court taxed at Two pounds four shillings and five pence. Exon is? Nov. 1st 1763 -

Gibbs
or
Mann

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Pet. vs Moses Marsh of Hadley in the same County gent^r Deft. in a plea of Case for that the Deft. at said Hadley on the last day of December AD 1761 being justly indebted the Sum of Seventeen Pounds 6^s 8^d lawful money according to Account hereto (twit of Pet. Writ) annexed appears promised the Pet. to pay him 2^d Sum on demand yet the Deft. altho' often thereto requested hath not paid y^e same. Also for that the Deft. at said Hadley on the 22nd day of Oct^r afores^d having rec^d of the Pet. the Beef of one other yoke of Oxen which weighed fourteen Pounds weight at the Price and Value of fourteen Pounds lawful money and also he the Deft. then and there received one other Cow of the Pet. at the price of three Pounds six shillings and eight pence lawful money in consideration whereof the Deft. then and there promised the Pet. to pay him one other Sum of Seventeen Pounds 6^s 8^d on demand yet the Deft. hath not performed his aforesaid Promises or either thereof tho' by the Pet. often thereto requested to the Damage of the said Abraham 13^s 6^d - The Pet. by Charles Phelps Gent^r his Atty appears - And the said Moses Marsh by Joseph Hawley by his Atty comes and Defends & and says the Pet. Writ is bad and ought to be abated because in the first of the two Counts therein contained it is not alledged for What Cause the Deft. is indebted to the Pet. the Sum therein mentioned which ought to have been expressly alledged Also because y^e said first Count is insensible in that Clause wherein it is alledged that the Deft. was indebted to the Pet. in a certain Sum "according to the Account hereto annexed appears" Which ought not to have been. Also because there is no certain time alledged in the said Writ when the promise mentioned in the second Count therein contained was made which ought to have been, Also for that it is not alledged in the 2^d second Count that the Articles for which it is avowed that the Deft. promised to pay the Sum in the 1st second Count mentioned were delivered at his the Deft. request which ought to have been alledged Also for that it is not alledged in the said second Count that the Promise of the Deft. therein mentioned was made at the time when he rec^d the Articles in the said Count mentioned which ought to have been alledged all which the Deft. is ready to Verify and thereof prays Judgment and that this Writ may be abated - Thereupon the Promises being seen and by the Justices now here fully understood it seems wth 1st Justices that the Pet. Writ is well brought and the said Writ is not abated -

And the said Deft. reserving the foregoing pleas in Abatement further, defends and says that he never promised the Pet. ^{in manner a^d sum} as the Pet. in his Writ has alledged and thereof puts himself on the Country - And the

And the said Abraham y.^{pl} likewise doth the same - After a full hearing of the Parties and all things touching the case being discussed it was committed to the jury Mr. Samuel Elly Foreman and fellows who return their Verdict therein that is the jury on their Oaths find for the said Moses the Deft. Cost of Court - It is therefore Considered by the Court that y.^{pl} said Moses do recover against the said Abraham Three Pounds eighteen Shillings and eight Pence lawful money allowed him by the Court for his Cost & Expenses in defending this Suit &c. Execⁿ Jst 22nd Sept. 1763. Gibbs
Martin

Ebenezer Pomeroy Gent^l and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Eliza Pomeroy lately of the s^d Northampton Gent^l Dec^d intestate Pl^t vs Daniel Miller lately of Springfield in the same County Gent^l Deft. in a plea of the Case wherein they Demand three pounds 6^{sh} which y.^{pl} Deft. on y.^{pl} first of Jan^y 1762 owed y.^{pl} Eliza then living for divers merchandises &c for which he promised the s^d Eliza to pay him y.^{pl} s^d Sum on demand but never paid it to him nor since his death to y.^{pl} Adm^{rs} &c The Pl^t by Joseph Hawley Esq^r their attorney appear - The deft. being three times called to come into Court makes default of Appearance here - It is therefore Considered by the Court the said Ebenezer and Esther in the said Capacity do recover against the said Daniel Three Pounds six Shillings and seven Pence half half penny lawful money Damages and Cost of Court taxed at one pound nine Shillings and seven Pence - Pomeroy
Adm^{rs}
Miller

Ebenezer Pomeroy Gent^l and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Pl^t vs Joshua Wells lately of Bernardston in the same County yeoman deft. in a plea of Trespass on the Case wherein the Pl^t complain & Wells say that the deft. on the Second of August 1762 by his note promised them to pay to them or their order three Pounds 12^{sh} on demand with Interest &c but has not paid. The Pl^t by Joseph Hawley Esq^r their attorney appear. The deft. being three times publicly called to come into Court makes default of Appearance here - It is therefore Considered by the Court that the Pl^t do recover against the Deft. Three pounds sixteen Shillings & eleven pence lawful money Dam^s & Cost of Court taxed at one pound sixteen Shillings and three pence - Same
vs
Wells

James Henry of South Hadley in the County in the County of Hampshire Yeoman Pl^t vs Timothy Nash late of Shutesbury in the s^d County yeoman and Elijah Alvord of South Hadley afores^d yeoman Deft^s in a plea of the Case wherein the Pl^t demand Twenty three Pounds 16^{sh} 5 which the Deft^s on the 5th of June 1762 by their note promised the Pl^t to pay him by the 10th of Sept. then next with the Lawful Interest &c but have not paid - The Pl^t by Joseph Hawley Esq^r his Attorney appears - The Deft^s being three times publicly called make default of Appearance in Court - It is therefore Considered by the Court that the s^d James do Recover against the said Timothy and Elijah Twenty five Pounds twelve Shillings and two pence lawful money Damages and Cost of Court taxed at thirty one Shillings and a penny - Execⁿ Jst 22nd Sept. 1763. Henry
vs
Nash &c

Amos Allen of Greenfield in the County of Hampshire yeoman Pl^t vs Daniel Nash of the same Greenfield yeoman deft. in a plea of the Case wherein the Pl^t demand fifty one Pounds 17^{sh} 6 which y.^{pl} Deft. on the 23rd of May last by his Allen
vs
Nash

Allen } his Note promised the Plt. to pay him on demand with the Interest thereof
 17 } but has not paid so - The Plt. by Joseph Hawley by his Attorney appears -
 Dash } The Deft. being three times publicly called makes default of appearance here.
 It is therefore Considered by the Court that the said Amos recover ag^t
 the said Daniel fifty two pounds fifteen Shillings & seven pence half penny
 lawful money damages and Cost of Court ^{taxed at} two pounds 2/4 - Ex. is - Dec. 22
 1764 -

Bush } Seth Bush of Chesterfield in the County of Hampshire yeoman Plt. vs Sam^l
 17 } Smith late of Westfield in the same County Physician Deft in a plea of y.
 Smith } Case wherein the Plt. demands four Pounds which the Deft. on the Eleventh of
 June 1762 by his note promised the Plt. to pay him by the first of Oct. then next
 with the lawful Interest so but has not paid the same - The Plt. by Joseph
 Hawley by his Attorney appears - The Deft. being three times publicly called
 makes default of appearance in Court - It is therefore Considered by the
 Court that the said Seth do Recover against the said Samuel four Pounds
 Six Shillings lawful money damages and Cost of Court taxed at one pound
 fourteen Shillings and eight pence - Exon is 19th Oct. 1763 -

White & } William White late of Hinsdale in the Province of New Hampshire in New England
 17 } now resident at Northfield in the County of Hampshire yeoman and Venerer
 Boltwood } Dod of Guilford in the County of New Haven in the Colony of Connecticut in
 New England yeoman and Mary his Wife and Thomas Chamberlain of a
 Place called Cowas in the Province of New Hampshire aforesaid Labourer &
 Sarah his Wife Plt. vs William Boltwood of Amherst in the County of
 Hampshire afores. Gent^l Deft. in an Action wherein the Plt. demand against
 the Deft. a Certain Piece of Land lying and being in Amherst aforesaid with
 the Appurtenances, That is to say a certain piece of that Lot of Land in y.^e first
 and westerly Division of Lands in the said District of Amherst which in
 the original laying out of the Lands contained in the said Division was
 allotted to one John Taylor dec^d. then living called John Taylor Senior
 and was recorded to him by that name in the Records of the laying out of y.^e
 said Lands and the said piece of Land is bounded Southerly by y.^e northerly
 line of that Lot in the said first Division originally laid out & recorded
 to Joseph Church and Easterly by the Country road in Amherst aforesaid
 leading from the meeting House there to the Town of Sunderland & extends
 westward from the said Country road by the northerly line of the s^d Lot
 laid out to the said Church one hundred and twenty rods in length ~~and~~
 carrying the Breadth of twenty two rods which piece of Land with the
 Appurtenances the Plt. demand as the Right & Inheritance of the said W^m
 White and of the said Mary and Sarah and whereof one John Taylor dec^d
 Brother of the said William White and of the said Mary and Sarah whose
 Heir they are was seized in his demesne as of fee on the Day in which he died -
 And into which the Deft. hath not Entry but by Abatement in the same by
 him made after the Death of the said John Taylor last named & Whereupon
 the Plt. say that the aforesaid John Taylor Brother of the said William White
 and of the said Mary and Sarah above named within thirty year last past
 was seized of the said Demanded piece of Land with the Appurtenances in his
 demesne as of fee and right in the time of Peace in the time of the Reign of
 his late Majesty King George the Second taking the Profits thereof by Value
 of thirty

Thirty Shillings by the year and on the last day of September 1745 the said White de-
ceased intestate seized of such an Estate in the said demanded Premises as ^{White de}
foresaid and from him the said John Brother of the s^d White and of the ¹⁹ Bolwood
said Mary and Sarah because he died without Heir of his body begotten
by force and Virtue of one Law of the Province of the Massachusetts Bay in
New England in such Case made and provided the fee of the said demanded
Piece of Land with the Appurtenances descended to the said William White
and the said Mary and Sarah as next of kin and heirs to the said John Taylor
deceased last named to Wit as Brothers and Sisters and in which demanded
piece of Land with the Appurtenances the Deft. within thirty years last past
and after the Death of the said John Taylor deceased before the Plt. neither
of them had made any actual Entry into the same, abated and unjustly &
injustly and without Judgment entered into it and whereof the Plt. complain
that the Deft. unjustly defrauds them and therefore they bring this Suit.
The afores^d Deforcement thereof by the Deft. is to the Damage of the said
Plt. above named as they say the Sum of £30. — The Plt. by Joseph Hawley
by their Attorney appears — And the said William Bolwood by Simon
Strong Gent. his Attorney comes and defends his Right by^d demanded
Premises above described when so And to the Warranty thereof ag^t by
above named Demandants Vouches one Joseph Taylor whom Deed of Bargain
and Sale of a part of the said Premises with warranty to Him he hath
and also Vouches one James M^r. Cister whom Deed of Bargain and Sale
of another Part of said Premises with warranty to Him he now hath
and prays leave to impart to the next Term of this Court that he may
have Opportunity to make Summons of them the said Joseph and
James then to Warrant their respective parts of the said Premises ag^t
the said Demandants. And it is granted Him —

Ebenzer Porneroy Gent^l and Esther Porneroy Gentlewoman both of Northampton ^{Porneroy}
in the County of Hampshire Adm^r on the Goods and Estate of Elisha Porneroy late ^{Adm^r}
of Northampton afores^d Gent^l dec^d intestate Plt^s vs Elijah Alvord of South Hadley ^{Alvord}
in the same County yeoman deft. in a plea of the Case wherein the Plt. demand
Eight Pounds which the Deft. on the 27th of July 1761 by his note promised the said
Elisha then alive to pay to Him or order on demand with Interest &c but has not
paid. The Plt. by the said Ebenzer Porneroy Gent^l appear. The Deft. tho'
three times publicly called to come into Court makes default of Appearance.
It is therefore Considered by the Court that the s^d Administrators do
recover against the said Elijah Eight Pounds nineteen Shill^l & six pence
lawful money Damages & Cost of Court taxed at Twenty Six Shill^l & a penny
Ex^{ce} 4th Oct^r 1763 —

Ebenzer Porneroy Gent^l and Esther Porneroy Gentlewoman both of Northamp^r
on in the County of Hampshire Plt^s vs Joseph Morgan of Springfield in the ^{Porneroy}
same County yeoman deft. in a plea of the Case wherein the Plt. demand ^{et. Alv^r}
Eight Pounds 6/6 which the deft. on the 14th of June 1762 by his note promised ^{Morgan}
the Plt. to pay them or order on demand with Interest but has not paid.
The Plt. appear. the deft. being three times publicly called to come into
Court doth not come but makes default of Appearance. It is therefore
Considered by the Court that the said Plt. do recover against the s^d deft.
Eight Pounds eighteen Shillings and six pence lawful money Damages and
Cost of Court taxed at one pound five Shill^l & nine pence. Ex^{ce} 4th Oct^r 1763.

134
Pomeroy
at
annum
Honorer Pomeroy Gent^l and Isther Pomeroy Gentlewoman both of Northampton in
the County of Hampshire Plt^s vs Eideon Hannum of Belcherstown in the same
County German Dett^r in a plea of the Cas^e wherein the Plt^s demand Two pounds
6s which the deft^r on the 13th of December 1762 by his note promised the plt^s to pay
then or on or on demand with the Interest but has never yet paid - The Plt^s
appears. The Dett^r being three Times publicly called to come into Court makes
default of Appearance here. It is therefore Considered by the Court that y^e
Plt^s do recover against the Dett^r Two pounds eight Shillings and two pence
lawful money Damages and Cost of Court taxed at one Pound 7s. Given is 2th
Oct: 1763

Graham
of
Cruver
Samuel Graham of Sunderland in the County of Hampshire German plt^r vs Jonathan
Cruver late of Monague in the same County Gent^l Dett^r in a plea of the Cas^e
wherein the Plt^r demands Twenty pounds promised him by y^e deft^r on the 7th of April
last by his note of that date on demand, and also the further sum of fourteen pounds
13s which y^e deft^r on y^e same day by his other note promised to the Plt^r with us &c
but hath not paid the same. The Plt^r by Charles Phelps Gent^l his Att^y appears.
The Dett^r being three times publicly called makes default of Appearance here.
It is therefore Considered by the Court that the said Samuel do recover ag^t
the said Jonathan Three Pounds sixteen Shillings & two pence half penny lawful
money Damages and Cost of Court taxed at Two pounds 3s. Given is 9th Sept. 1763

Lothrop
Pinney
Azariah Lothrop of Norwich in y^e County of New London &c German plt^r vs Jon^a
Pinney late of Windsor in the County of Hartford German Dett^r in a plea that y^e
Debt^r owes to the Plt^r ten Pounds 7s. & all which is more fully set forth on file -
The Plt^r in this Cas^e being three times publicly called is Nonsubt^r And the
Dett^r likewise defaulted y^e Action is accordingly dismissed

Gibbs
Marshby
Abraham Gibbs of Greenwich in the County of Hampshire German plt^r vs Perez
Marsh late of Hatfield in the same County Dett^r in a plea of the Cas^e for that
the Dett^r at said Springfield on the first Day of June 1758 being justly indebted
to the Plt^r in the Sum of forty six Shillings and eight Pence lawful money as
y^e the Plt^r account annexed to the Plt^r Writ appears and then and there in
Consideration thereof promised the Plt^r to pay him said Sum on demand
yet the deft^r hath not performed his said promise tho' by the Plt^r often thereto
requested but unjustly neglects to do it to the Plt^r Damage £3. - The Plt^r by
Charles Phelps Gent^l his Attorney appears. The Dett^r by Joseph Hawley Esq^r his
Attorney comes and defends &c and says that the Plt^r Writ is bad and ought to
be abated because the Plt^r therein has declared that the deft^r is indebted to him in
a certain Sum but has not therein declared for What Consideration or Cause
the Dett^r was so indebted to him which he ought to have done which y^e Dett^r
is ready to Verify and thereof prays Judgment and that this Writ may be
abated. Thereupon the promises being seen & by the Justice now here present
fully understood It seems to the said Justice That the Matters afores^d by y^e deft^r
alleged as afores^d in abatement of the Plt^r Writ are not sufficient in Law to
abate the s^d Writ, & it does not abate - And saving the foregoing Plea of
Abatement the Dett^r further says that he never promised in manner and
form as the Plt^r against him has alledged and thereof puts Himself on y^e
Country - And the Plt^r likewise doth y^e same - After a full hearing of
the Parties in this Cas^e and all things touching the same being well discussed
it was committed to the Jury Mr. Samuel Vly foreman and fellows Who
afterwards

Afterwards now at this same Term return their Verdict ^{therein} and say on their Oath that they find for the Plt. Two pounds six Shillings and eight pence Damages and Cost of Court. It is therefore considered by the Court that the Defendant Abraham does recover against the Perez Party six Shillings and eight pence awful money Damages and Cost of Court taxed at four pounds eighteen Shillings and six pence. The Deft. by his said Attorney appeals from y^e Judgment of this Court to the next Superior Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and recognizes with Sureties as the Law directs for the s^d Perez the Deft. prosecuting his Appeal with Effect as by the s^d Recognizance on file it appears.

Abraham Gibbs of Greenwich in the County of Hampshire yeoman Plt. vs Elisha Higgins of Hardwick in the County of Worcester yeoman Deft. in a plea of Trespass for that Whereas the said Elisha Higgins at a place called Hardwick in Springfield in the County of Hampshire aforesaid on the Eleventh day of April 1763 with force and Arms viz with a Club which the said Elisha then and there held in his right hand made an Assault upon the body of the said Abraham Gibbs and did then and there beat wound and evilly treat the said Abraham & Struck him several blows on his the said Abraham's right Side and right Arm so y^t the said Abraham for the Space of thirty Days next following was dangerously Ill and continued in great Danger of the Loss of his Life And by means whereof the said Abraham not only suffered extreme pain but lost thirty days Service worth five pounds was obliged to expend fourteen Shillings in procuring & paying ne Doctor for his the said Abraham's Cure And Injunctories to the said Abraham viz the said Elisha then and there did against the peace of the Lord the King to the Damage of the said Abraham £20. The Plt. by Joseph Hawley Esq^r by his Attorney appears. And the said Elisha by John Worthington Esq^r by his Attorney comes into Court and defends &c and says that the Plt. Writ is bar and ought to be abated because he says that all the matters set forth in the Plt. declaration are set forth only by Way of Revital and that the said Declaration contains no positive Charge of any matters of Trespass or Injury whatsoever All which he is ready to Verify wherefore he says the said Writ ought to be abated.

Thereupon the Premises being seen and fully understood by the Justices now here present it seems to the said Justices that the matters urged by the deft. as afores^d in Abatement of the y^ell^d Writ are not a sufficient Ground wherefore y^e said Writ should be abated and the same Writ is not abated. And the said Elisha comes and Defends &c Whereby and Saving his plea in Abatement before pleaded now further pleads Aon as to the force and Arms and whatever is against the peace the said Elisha says that he is not guilty thereof and of this quits Himself on the Country. And as to the Residue of the Trespass aforesaid above supposed to be Committed the said Elisha says that the said Abraham ought not to have maintain his Action thereof against Him because he says that the s^d Abraham at the time when the Trespass aforesaid is above supposed to be Committed at Hardwick in Springfield aforesaid with force and Arms &c on Him the said Elisha did make an Assault and Him the said Elisha would have beat wounded and abused if the said Elisha had not then and there immediately defended Himself against them the Abraham And so the said Elisha says that the Mischiefs and annoy his notary then and there happened to the s^d Abraham it was from
not paid

135.
Gibbs
or
Mugger
was from the proper assault of him the said Abraham and in Defense of
him the said Elisha And this the said Elisha is ready to prove Wherefore the
said Elisha prays Judgment of the said Abraham bought to have or maintain
his Action against him and Judgment for his Costs

And the said Abraham the Plt. says that by any thing contained
in the foregoing plea in bar released by the Dett. he ought not to be precluded
or barred of his Action At the said Return of the Writs aforesaid in the said Writ
specified because he says that the said Elisha the day and year aforesaid
in the Declaration aforesaid mentioned at Hardwiche in Springfield
aforesaid of his own Wrong without such Cause by him the s^d Elisha above
in pleading alleged on him the said Abraham did make an Assault and
him the said Abraham did beat wound and Abuse in manner and form
as the said Abraham above thereof against the said Elisha complains
and this he prays may be inquired of by the Country - And the
Dett. likewise doth the same - The Evidence in this Case having been
indured in Court and the pleas and Allegations of the Parties fully heard
the Case was committed to the Jury Mr. Samuel Elly foreman and his
fellows who afterwards now at this same Term return their Verdict therein
and on their Oaths say that they find for the Plt. nine Shillings damages
and Cost of Court - Immediately thereupon the said Elisha comes and moves
to this Hon^{ble} Court that Judgment may not be given against him the s^d Elisha
upon this Verdict and assigns his Exceptions in Arrest of Judgment. And the Court
having heard and well weighed the Reason and Exceptions offered and assigned by of
s^d Elisha upon his said motion It appears to them that the Plt. ought not to
have any thing by the Verdict returned in this Case and the said Court being now
advised of giving their Judgment of and upon the Premises, It is therefore considered
that the said Abraham shall receive Nothing & it is also considered that the s^d
Elisha do recover against the said Abraham Two pounds six Shillings and two
pence allowed him by the Court for his Costs and Expenses in defending this Suit &c.

The said Abraham by his said Attorney appeals from the Judgment of this Court
to the next Superior Court of Judicature to be holden at Springfield within and
for the County of Hampshire on the fourth Tuesday of September next and he
recognizes with Sureties as the Law directs to prosecute his appeal with Effect
as by the said Recognizance on file it appears

Morr
or
Dewey
William Morr late of Blanford in the County of Hampshire now Resident in
Westfield in the same County yeoman Plt. vs Thomas Dewey of Westfield
aforesaid yeoman Dett. in a plea of the Case wherein the Plt. demands five pounds
7/2 which the Dett. on the 12th of August 1762 by his note promised to pay
to him or his order on or before the first of May then next with Interest &c -
The Plt. by John Phelps Esq^r his Attorney appears - The Dett. being three
times publicly called makes default of Appearance here. It is therefore
considered by the Court that the said William do recover against the s^d Thomas
Two pounds fourteen shillings and five pence lawful money Damages & Cost of Court
taxed at one Pound thirteen Shillings & eleven pence. Term is 24th Sept. 1763.

Allen
or
Hides
Alexander Allen of Windsor in the County of Hartford in the Colony of Connecticut
in New England yeoman Plt. vs Joseph Hides of Westfield in the County of
Hampshire yeoman Dett. in a plea of the Case wherein the Plt. demands four
pounds 16/7 due to him for sundry Articles of Merchandise &c. filed - The Plt.

The Plt. by John Phelps Gent. his attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Alexander do recover against the said Joseph the sum of four pounds sixteen shillings and seven pence lawful money Damages and Cost of Court taxed at one pound 17/11. Ex. n. 24th Sept. 1763. Allin
Hides

Daniel Bagg Junr of Westfield in the County of Hampshire yeoman plt. vs George Patten son lately of Westfield afores. yeoman Deft. in a plea of the Case wherein the Plt. demands Eleven pounds 9/6 which the deft. owes him for sundry Wares & according to the Bill on file and promised to pay him on demand but has not come to. The Plt. by John Phelps Gent. his Attorney appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Daniel do recover against the said George Eleven pounds nine shillings and six pence half penny lawful money Damages & Cost of Court taxed at one pound fourteen shillings & five pence. Ex. n. 24th Sept. 1763. Bagg
Patten son

Bildad Fowler of Westfield in the County of Hampshire Trades plt. vs Thos Banerost lately of Granville in the same County yeoman deft. in a plea of the Case for that a Deft. at the said Westfield on the 12th day of December 1762 by his note of that date for Value received promised the Plt. to pay him or order the sum of five Pounds on demand with Interest till paid yet tho after twice requested the deft. hath not paid the same but wholly deny to do so & the damage & the said Bildad six pounds. The plt. appears. but the deft. does not appear. And it being testified before Court that the deft. was at the Time of the Service of the Plt. Writ and ever since has been out of this Province It is ordered that the Action be continued to the next Term of the Court &c. Fowler
Banerost

David Bagg of Blanford in the County of Hampshire yeoman plt. vs Martin Bagg Smith of Springfield in the same County yeoman Deft. in a plea of the Case in which the Plt. demands four pounds 10/- which the deft. on the Seventh of June 1763 by his note promised the Plt. on demand with Interest but has not paid. The Plt. by John Phelps Gent. his Attorney appears. But the Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. four pounds Eleven shillings and four pence one farthing lawful money Damages and Cost of Court taxed at one pound eighteen shillings. Ex. n. 24th Sept. 1763. Bagg
Smith

Daniel Leonard of Springfield in the County of Hampshire Yeoman plt. vs Thomas Smith of Springfield afores. yeoman deft. in a plea of the Case wherein the Plt. demands Sixteen Pounds 2/- which the Deft. on the 29th of January 1762 by his note promised the said Daniel to pay him on demand with Interest & but has never paid the same. The Plt. by John Phelps Gent. his Atty appears. The defendt. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Daniel recover against the said Thomas Seventeen Pounds thirteen shillings and two pence lawful money Damages and Cost of Court taxed at one Pound thirteen shillings & two pence. Ex. n. 5th Mar. 1764. Leonard
Smith

John Wright of Northampton in the County of Hampshire yeoman plt. vs David Root of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands Two pounds 6/- which the Deft. on the 11th of April 1763 by his note promised the Plt. to pay him or order on demand with Interest but has not paid the same. Wright
Root
the Plt.

136 The Plt. by John Phelps Gent. his Attorney appears & the deft. being three times
 brought publicly called makes default of appearance here. It is therefore considered
 by the Court that the said John Wright do recover against the s^d David Two
 pounds six Shillings and ten pence lawful money damages and Cost of Court
 taxed at one pound eighteen Shillings and three pence.

Stannard Timothy Burbanks of Springfield in the County of Hampshire yeoman p^lt. vs
 Timothy Burbanks of Springfield in the same County yeoman def^t. in a plea
 of the Case for that said Timothy at a place called Springfield afores^d on the
 15th of January 1756 by one note under his hands of that date for Value received
 promised the said John to pay him the Sum of five pounds eight Shillings
 and six pence Connecticut Bills of the then last Emission on or before the middle
 of April then next which said bills y^e p^lt. avers to be equal to five pounds
 8/6 lawful money of this Province, with the lawful Interest of s^d Sum till paid
 And also for that the said Timothy afterwards at said Springfield viz on y^e
 18th day of July 1762. by one other note of that date for Value rec^d promised the
 said John Stannard Jun^r to pay him twelve pounds lawful money on demand
 yet the said Timothy tho' often required hath not performed either of his
 aforesaid Promises but he wholly denies to do it say. Pl^t's Damages £25
 And now the said Parties come here and agree to refer this Case to the final Deter-
 mination and Award of Mess^{rs} Benjamin Leonard Gent. John Leonard Gent. and
 Luther Leonard yeoman all of the said Springfield or any two of them Arbit-
 rators mutually chose by the said Parties. And it is ordered that the said Arbitrators
 do hear the said Parties consider the said Case and bring their award therein into
 this Court as soon as may be and such Award of the said Arbitrators or any two
 of them in & Premises is to be final & Case is Continued to

Lamb Samuel Lamb of Westfield in the County of Hampshire yeoman p^lt. vs Samuel
 Taylor Jun^r of Springfield in the same County yeoman def^t. in a plea of the Case
 demanding forty pounds, promised the Plt. by the Def^t. by a certain note & as
 an file is fully declared &c. - The Plt. Tho' three times publicly called to come into
 Court and prosecute this Action doth not come but is non-suit - The def^t. does
 not move for his Cost -

Willcocks Silvester Gardiner Esq^r of Boston in the County of Suffolk & William Jephson of
 Hartford in the County of Hartford and Colony of Connecticut in New England Ap^{pe}
 the s^d Plt^s vs Stephen Willcocks of Westfield in the County of Hampshire yeoman
 def^t. in a plea of the Case wherein the p^lt^s demand forty three pounds 19/9^h
 which the def^t. on the 9th of March 1762 jointly with one David Willcocks promise
 the Pl^t on demand with Interest &c. - The Plt^s by John Phelps Gent. their Att^y
 appear. The Def^t. being three times publicly called makes default of appearance
 here. It is therefore considered by the Court that the said Pl^t do recover
 against the Def^t. forty Seven pounds Seventeen Shillings and Seven pence
 lawful money damages and Cost of Court taxed at Three pounds
 two Shillings and Eleven pence.

Laslin Matthew Laslin of Westfield in the County of Hampshire yeoman p^lt. vs
 Elias Willcocks yeoman & Stephen Willcocks yeoman both of Westfield afores^d Def^t
 in a plea of the Case wherein the Plt^s demands fifteen pounds 10/ which the Def^t
 on the 5th of June 1762 by their note promised the Plt. to pay him of Plt. by the
 first day of April then next with & Interest &c. but have not paid - The Plt. appear
 The Def^t being three times publicly called make Default of appearance here. It is

It is therefore Considered by the Court that the s^d Matthew recover against the said Elias and Stephen sixteen Pounds Twelve Shillings and two pence half penny lawful money Damages & Cost of Court taxed at one pound 16/7 —
Exon is 19th Dec^r 1763.

Aaron King of Westfield in the County of Hampshire yeoman p^lt. v^s Margaret Cottrill of Bleanford in the same County Spinster Def^t in a plea of the Case wherein the Pl^t. demands four Pounds 4/5 which the Def^t. on the 1st of July 1763 by her note promised the Pl^t. on Demand with Interest &c — in Pl^t. appears. The Def^t. being three times publicly called to come here into his Court makes default of Appearance. It is therefore Considered by the Court that the Pl^t. do recover ag^t the Def^t. four pounds five shillings & one penny one farthing lawful money Damages and Cost of Court taxed at one pound 16/7 —
Exon is 24th Sept. 1763.

Noadiah Gillet of Westfield in the County of Hampshire yeoman p^lt. v^s Timothy Burbanks of Springfield in the same County yeoman def^t. in a plea of the Case for that said Timothy at said Springfield on the 26th of November 1760 by his note of that date for Value received promised the said Noadiah to pay him four Pounds by the first of March then next but tho' often required has never paid the same to the Pl^t. to his damage £6.00 — The Parties now come into this Court and here in this Court agree to submit this Case to the final Determination & Award of Benj^d Leonard Gent. John Leonard Gent. and Luther Leonard yeoman or any two of them Arbitrators mutually chosn by the said Parties — And it is Ordered by the Court that the said Arbitrators do hear the said Parties consider the Case make their Award therein and Return the same into this Court as soon as may be and such award of the s^d Arbitrators or any two of them is to be final and the Case is Continued in the mean time.

Mehitabel Webb of Weathersfield in the County of Hartford in the Colony of Conness Webb t^lant in New England Shopkeeper p^lt. v^s Ezra Strong of Westfield in the County of Hampshire yeoman Def^t in a plea of the Case wherein the Pl^t. demands one Hundred and six pounds 18/2^d which the def^t. on the 19th of Nov. 1761 by his note promised the Pl^t. to pay her on Demand with Interest but has not paid &c. The Pl^t. by John Phelps Gent^l her Attorney appears — The Def^t. being three times publicly called makes default of Appearance here — It is therefore Considered by the Court that the Pl^t. do recover against the Def^t. One Hundred and eighteen pounds Six Shillings and five pence three farthings lawful money Damages and Cost of Court taxed at two pounds one Shilling & eleven pence. Exon is Sept. 20th 1763.

John Powel late of Middletown & now of a place commonly known & called by the Name of New Frammingham in the County of Berkshire yeoman p^lt. v^s Ezra Strong of Westfield in the County of Hampshire yeoman Def^t in a plea of the Case wherein the Pl^t. demands twenty two pounds 7/11. which the def^t. by his note on the 11th of June 1762 promised the Pl^t. to pay him in three months with Interest thereafter but has not paid the same — The Pl^t. by John Phelps Gent^l his Attorney appears. The Def^t. being three times publicly called makes default of appearance in Court.

It is therefore Considered by the Court that the said John Powel recover against the said Ezra Strong twenty three Pounds fourteen Shillings & three pence three farthings lawful money Damages and Cost of Court taxed at two Pounds Six Shillings and seven pence —

Benjamin Correy of Northampton in the County of Hampshire Gent. & Eliza Strong of the same Town Gentlewoman Plt. vs Ezra Strong of Westfield in the County of Hampshire yeoman deft. in a plea of the Case wherein the Plt. demands five pounds 8s which the Deft. on the 16th day of June 1762 by his note promised the Plt. to pay them on demand with Interest &c. but has not paid - The Plt. by John Phelps Gent. their Att^y appear. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Bencher and Eliza do recover against the said Ezra five pounds sixteen shillings and four pence lawful money Damages and Cost of Court taxed at one pound seventeen shillings and nine pence. Exon is 5th Oct^r 1763 -

Isaac Lyman of Northampton in the County of Hampshire yeoman Plt. vs Ezra Strong of Westfield in the same County yeoman Deft. In a plea of the Case wherein the Plt. demands seven pounds 12s which the deft. on the eighth of April 1763 by his note promised to the Plt. or his order on demand with Interest but has never paid - The Plt. by John Phelps Gent. his Attorney appear. The Deft. being three times publicly called makes default of appearance here - It is therefore Considered by the Court that the said Isac do recover against the said Ezra seven pounds ten shillings and ten pence lawful money Damages & Cost of Court taxed at one pound 7s 7d. Exon is 20th Sept. 1763 -

Mistabell Webb of Wethersfield in the County of Hartford in the Colony of Connecticut in New England Trader plt. vs Ezra Strong of Westfield in the County of Hampshire yeoman deft. in a plea of the Case wherein the Plt. demands twenty four pounds 3s which the deft. on the 20th of Feb^r 1763 by his note promised the Plt. on demand with Interest - And also the further sum of eighteen pounds 7s which the deft. by his other note on the sixth of August instant promised the Plt. on demand with Interest but has never paid the same sum - The Plt. by John Phelps Gent. her Attorney appear - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Plt. do recover against the said Deft. forty three pounds six shillings and ten pence lawful money Damages & Cost of Court taxed at two pounds two shillings & three pence Exon is 20th Sept. 1763 -

Bildad Fowler of Westfield in the County of Hampshire Trader plt. vs Sam^l Smith of the same Westfield Physician deft. in a plea of the Case wherein the Plt. demands three pounds 10s which the deft. on the 9th of April 1762 by his note promised one John Kellogg to pay to him or order on demand with Interest &c. who afterwards ordered the contents of the said note to be paid to the Plt. but if Deft. has not done it - The Plt. by John Phelps Gent. his Att^y appears. The deft. being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the deft. three pounds fifteen shillings & six pence half penny lawful money Damages and Cost of Court taxed at thirty four shillings & five pence. Exon is 25th May 1764.

John Phelps of Westfield in the County of Hampshire Gent. Plt. vs Isaac Noble of the same Westfield Gent. deft. in a plea of the Case wherein the Plt. demands two pounds 10s which the Deft. on the 22^d of May 1762 by his note promised y^e Plt. on demand with Interest but has not paid &c. The Plt. appears. The deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court y^t the Plt. recover against the Deft. fifty four shillings & three pence three farthings lawful money Dam^s and Cost of Court taxed at thirty four shillings & three pence. Exon is 21st Sept. 1763 -

Benjamin Domesoy Gent^r and Esther Domesoy Gentlewoman both of Northampton in the County of Hampshire p^lt vs Josiah Parks of Westfield in the County of Domesoy & Parks
yeoman Deft. in a plea of the Case wherein the P^lt. demands Twenty pounds 1/6 which the Deft. on the 16th of June 1762 by his note promised the p^lt. to pay them or order on demand with Interest but has not paid the same - The p^lt. by John Phelps Gent^r. their Attorney appear. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the P^lt. do recover against the Deft. Twenty two pounds one Shilling one penny one farthing Lawful money Damages and Cost of Court taxed at one pound Seventeen shillings and five pence. Exon is 31st July 1764.

Benjamin Youngs of Windsor in the County of Hartford in the Colony of Connecticut in New England Clock and Watch-maker P^lt. vs John Jones of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the P^lt. demands four Pounds Six Shill. & Six pence which the Deft. on the 15th of July 1763 by his note promised the P^lt. on demand with Interest &c but has not paid The P^lt. by M^r John Phelps his Att^r appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the P^lt. do recover against the Deft. four pounds Six Shill. & ten pence Lawful money Damages & Cost of Court taxed at thirty Six Shillings & Eleven pence. Exon is 24th Octo 1763.

Joseph Miller of Springfield in the County of Hampshire yeoman p^lt. vs Elijah Alvord of South Hadley in the same County yeoman Deft. in a plea of the Case wherein the P^lt. demands Eleven pounds 9/8 which the Deft. on the first of Octo 1762 by his note promised the p^lt. to pay him or order on demand with use but has not paid. The P^lt. by Justin Ely Gent^r. his Att^r. appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the P^lt. do recover against the Deft. Twelve pounds two Shillings & eight pence Lawful money Damages & Cost of Court taxed at Thirty four Shillings & nine pence. Exon is 30th Sept. 1763.

Isel Ely yeoman and Benjamin Leonard Jun^r. yeoman both of Springfield in the County of Hampshire P^lt. vs Elijah Alvord of South Hadley in the same County yeoman Deft. in a plea of the Case wherein the P^lt. demands twenty pounds 1/6 which the Deft. on the 3^d of August instant owed them to balance Accounts & promised to pay to - The P^lt. by Justin Ely Gent^r. their Att^r. appear. ^{The Deft. being three times publicly called makes default of appearance in Court.} It is therefore Considered by the Court that the P^lt. do recover against the Deft. Twenty Pounds one Shilling & six pence Lawful money Damages & Cost of Court taxed at thirty four Shillings. Exon is 13th Sept. 1763.

John Wait of Brookfield in the County of Worcester yeoman p^lt. vs Silas Stephenson of Windsor in the County of Hartford and Colony of Connecticut now Resident in Springfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the P^lt. demands nine Pounds which the Deft. on the 30th of June 1761 by his note promised the p^lt. to pay him in twelve days, and the Interest, if he should not within that time deliver to him at Springfield forty Gallons of rum &c as is fully declared in the Writ. The P^lt. by Moses Blis Gent^r. his Att^r. appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the said John Wait do - Recover against the said Silas Stephenson Ten pounds three Shillings & seven pence Lawful money Damages and Cost of Court taxed at one pound eighteen Shillings and seven pence

Harner
v
Colton

Ebenezer Harner of Danvers in the County of Essex yeoman Plt. vs Charles Colton of Springfield in the County of Hampshire yeoman Deft. in a plea of y. Case wherein the Plt. demands Seven pounds 3^d which the Deft. on the 22^d of May 1762 by his note promised the Plt. to pay him on demand with Interest &c but has not paid the same &c - The Plt. by Moses Bliss Gent. his Att^r appears - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the s^d Plt. do recover against the Deft. Seven pounds fourteen Shillings & nine pence one farthing lawful money Damages & Cost of Court taxed at three Pounds four Shillings & three pence. *Exon is 28th Sept. 1763.*

Cheney
v
Woodbridge

Abel Cheney of Middletown in the County of Hartford in the Colony of Connecticut yeoman Plt. vs John Woodbridge Junior of South Hadley in y. County of Hampshire Gent^l Deft. in a plea of the Case wherein the Plt. demands Sixteen Pounds 5^s. which the Deft. on the 10th of Dec^r 1762 by his note promised the Plt. by the first of April then next but has not yet paid - The Plt. by Moses Bliss Gent. his Att^r appears - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Sixteen Pounds five Shillings lawful money dam^s & Cost of Court taxed at forty four Shillings & three pence. *Exon is 28th Sept. 1763.*

Libbe
v
Wood

Edward Libbe Jun^r of Somers in the County of Hampshire yeoman Plt. vs Simeon Wood of a place called Huntstown in the same County yeoman late of Stafford in the County of Hartford in the Colony of Connecticut yeoman Deft. in a plea of the Case wherein the Plt. demands two pounds 2^d which y^e Deft. by his note on the Eleventh of May last promised the Plt. on demand with Interest &c. but hath not paid - The Plt. by Moses Bliss Gent. his Att^r appears - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the s^d Plt. do recover ag^t the s^d Deft. Forty three Shillings and a penny half penny lawful money Dam^s and Cost of Court taxed at forty Shillings and five pence. *Exⁿ is 27th Sept. 1763.*

Hale
v
Colton

John Hale of Springfield in the County of Hampshire yeoman Plt. vs Benjamin Colton Jun^r of Springfield a free yeoman Deft. in a plea of the Case wherein the Plt. demands five pounds 5^s. which the deft. on the 21st of June 1762 by his note promised the Plt. on demand with interest but has not paid - The Plt. by Moses Bliss Gent. his Att^r appears - The Deft. being three times publicly called makes default of appearance here. It is there Considered by the Court that the Plt. do recover against the Deft. five pounds twelve Shillings and six pence lawful money Damages & Cost of Court taxed at Twenty nine Shillings and nine pence. *Exon is 28th Sept. 1763.*

Hooker
v
Wallis

James Hooker of Windsor yeoman and Eunice Hooker of Hartford Gentlewoman both in the County of Hartford in the Colony of Connecticut Administrators of all the Goods & Chattels Rights & Credits of Nath^l Hooker Gent^l late of s^d Hartford dec^d at y^e time of his death who died intestate Plt^s vs David Wallis of South Brimfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands five pounds 14^s 6^d which the deft. owed y^e s^d dec^d when alive for divers Wares &c according to y^e bill on file & promised to pay y^e same but never paid it to him or them - The Plt. by Moses Bliss Gent. their Att^r appear. the deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. as Adm^{rs} as afores^d do recover against the s^d David five pounds fourteen Shillings & one penny half penny lawful money Dam^s & Cost of Court taxed at forty one Shillings & eleven pence. *Exⁿ is 28th Sept. 1763.*

Moses Insign of Hartford in the County of Hartford in the Colony of Connecticut
vs. Sampson Howe late of Middletown in the County of Hartford now residing in
Barnardston in the County of Hampshire Def. in a plea of the Case wherein the Plt. demands eight Pounds 5s. which the deft. on the eighth of December
1760 by his note promised the Plt. three months after the date with interest there-
on but has not paid y^e same. The Plt. by M^r. Att^r. Blip appears. The deft. being
three times publicly called makes default of appearance here. It is therefore
considered by the Court that the said Moses do recover against the s^d. Sampson
Nine Pounds nine Shillings & eight Pence lawful money Damages & Cost of Court
taxed at two Pounds five Shillings and seven pence. Execⁿ is 28th Sept. 1763.

Joseph Pease of Springfield in the County of Hampshire yeoman Plt. vs. Samuel
Dumbleton of Springfield in the same County yeoman Def. in a plea of the
Case wherein the Plt. demands forty five Shillings & sixpenny which the deft. on the first of July
last owed y^e Plt. for divers Wares according to y^e bill on file & promised to pay
him on demand but has not paid. The Plt. by M^r. Blip Gent. his Att^r appears.
The deft. being three times publicly called makes default of appearance here.
It is therefore considered by the Court that the Plt. recover against the Deft. forty
five Shill. & sixpenny lawful money Dam^s & Cost of Court taxed at one pound 12th 11th —
Execⁿ is 15th June 1764.

Jedidiah Blip of Springfield in the County of Hampshire Gent. Plt. vs. Benjamin
Warriner of Wilbraham in the s^d. County Idem yeoman Def. in a plea of the Case
wherein the Plt. demands four pounds 5s 6 which the Deft. on the 26th day of May 1762
by his note promised the plt. on demand with Interest and also the further sum of
2^d which the deft. on the 10th of March last owed the Plt. for a quarter of beef & promised to
pay him on demand, but has not paid the s^d. Sum^s. The Plt. by Moses Blip Gent. his Att^r
appears. The Deft. being three times publicly called makes default of appearance here.
It is therefore considered by the Court that the Plt. do recover against the Deft. five
pounds one shilling & five pence One farthing lawful money Damages and Cost of Court
taxed at Twenty nine Shillings and seven pence.

James Hooker of Windsor in the County of Hartford & Colony of Connecticut yeoman
Plt. vs. Joel Ely of Springfield in the County of Hampshire yeoman Def. in a plea of
the Case wherein the Plt. demands forty seven pounds 5s 8 which the deft. on the 22nd day
of Sept. 1762 by his note promised the plt. on demand with Interest but has not paid y^e same.
The Plt. by M^r. Blip Gent. his Att^r appears. The Deft. being three times publicly call^d
makes default of appearance here. It is therefore considered by the Court that the
Plt. do recover against the Deft. forty nine pounds nineteen Shill^s & eight Pence three
farthings lawful money Damages and Cost of Court taxed at one pound 14th 7th —
Execⁿ is 28th Sept. 1763.

Jedidiah Blip of Springfield in the County of Hampshire Gent. Plt. vs. Sam^l. Spelman
late of Granville in the same County yeoman now residing in s^d. Springfield Def. in
a plea of the Case wherein the Plt. demands six pounds 13s 5 which the deft. on y^e 24th of
June last owed the Plt. to balance book accounts & promised to pay him on demand
but has not paid. The Plt. by M^r. Blip Gent. his Att^r appears. The Deft. being three
times publicly called makes default of appearance here. It is therefore considered
by the Court that the s^d. Plt. do recover against the Deft. six pounds thirteen Shillings &
five pence lawful money Damages & Cost of Court taxed at twenty eight Shill^s & three pence.
Execⁿ is 13th Sept. 1763.

Joseph Kellogg of Springfield in the County of Hampshire yeoman Plt. vs. Martha Kellogg
Miller of Springfield afores^d. Widow & Spinster Executrix of the last will & Testament
of John Miller the third husbandman late of said Springfield De. in a plea of the Case

the Case for that said John in his life time on the first day of December 1761
 Hellogg { at Springfield aforesd. owed said Joseph five pounds 2/4 lawful money by book
 Miller { Accounts according to the Account annexed to the Writ and then and there in
 consideration thereof on himself assumed and to the said Joseph faithfully pro-
 mised to pay him the same on demand yet said John tho' often requested
 never while he lived paid the same to the said Joseph or any part thereof nor
 hath the said Executrix since y^e Death of the said John either after threats
 requested ever paid the same to the said Joseph but she denies to do it to the
 damage of the said Joseph &c. The Pl^t by Moses Blip Gent. his Att^r appears.
 The Def^t being three times publicly called makes default of appearance here.
 It is therefore Considered by the Court that the Pl^t do recover against the s^d
 Deceased's Estate in the Hands and under the Administration of the s^d Executrix
 five pounds two Shillings and four pence lawful money dam^s & Cost of Court
 taxed at Twenty Seven Shillings and Eleven pence. After all which the s^d
 Martha by Cornelius Jones Gent. her Attorney comes into Court and
 appeals from the judgment of this Court to the next Superior Court of Judi-
 cature to be holden at Springfield within and for the County of Hamp-
 shire on the fourth Tuesday of September next and recognises with sureties
 according to Law to prosecute the Appeal with Effect as by the said
 Recognizance on file appears —

Church { Nathaniel Church of Hadley in the County of Hampshire Cordwainer pl^t.
 Burt { vs Ebenezer Burt of Springfield in the s^d County yeoman def^t. in a plea of
 the Case wherein the Pl^t demands Six pounds 13/4 which the Def^t on the 29th of Jan^y
 last by his note promised the pl^t by the first of August now current yet has not
 paid. The Pl^t by Charles Phelps Gent. his Att^r appears. The def^t being three times
 publicly called makes default of appearance here. It is therefore Considered
 by the Court that the Pl^t do recover against the Def^t Six pounds thirteen Shill^s
 and four pence lawful money damages and Cost of Court taxed at one pound 12/4.
 Execⁿ is. Sept. 24th 1763 —

Day { Joel White Gent^e & Eunice White Gentlewoman both of Bolton in the County of
 Suffolk { Hartford and Colony of Connecticut in New England which s^d Eunice (who was
 formerly Eunice Ely is sole Executrix of the last Will and Testament of John
 Ely 3^d late of Springfield in the County of Hampshire Gent^e dec^d. Pl^t vs
 David Ingersoll of Great Barrington in the County of Berkshire Gent^e def^t.
 in a plea of the Case wherein the Pl^t (the s^d Eunice in her s^d Capacity) demand
 four pounds 13/ for sundry Articles express^d in the Account on file which the
 s^d Deceased delivered agreeable to y^e said David's request in Writing made of
 24th of Sept. 1753 to one William Spencer and for which y^e Pl^t say y^e David
 promised to pay the said John then living, the s^d sum on demand but has not
 paid y^e same to him or to y^e s^d Joel and Eunice (in s^d Capacity) to their damage
 &c. The Pl^t by Cornelius Jones Gent^e their Attorney appear. The Def^t
 being three times publicly called makes default of appearance here.
 It is therefore Considered by the Court that the said Joel and Eunice (the s^d
 Eunice in her s^d Capacity) do recover against the s^d David four pound 13/
 lawful money dam^s & Cost of Court taxed at Two pounds 6/4. { Execⁿ is. Sept.
 20th 1763 —

M^r { James M^r Ginter of Infield in the County of Hampshire yeoman pl^t. vs
 Books { Samuel Cook of Westfield in the same County yeoman def^t. in a plea that
 that the said Samuel tender to the said James eleven pounds 19/11 lawful
 money which to the s^d James he y^e s^d Samuel owes and from the s^d James
 unjustly

unjustly detain and Whereupon the said Jarnes says that he at the Sup^r Court of Judicature holden at Springfield aforesaid for and within ^{McClister} ^{or} ^{Coates} County of Hampshire on the fourth Tuesday of September Anno Domini 1750 by the Consideration of the Justices of the said Sup^r Court of Judicature then and there removed a final Judgment against the said Samuel by the name of Samuel Cook of Blanford in the said County Husbandman for y^e Sum of eight Pounds fourteen Shillings and one penny lawful money Damages and Three pounds five Shillings and ten pence Cost of Suit amounting in the Whole to Eleven pounds 19¹¹ s. as by the said Judgment in the said Superior Court remaining a Copy whereof here in Court to be produced appears Which said Judgment still remain in full force and is now reversed arrested satisfied paid or discharged for altho' on the 17th day of Oct^r 1733 Execution issued out of the Clerk's office of the s^d Superior Court on said Judgment the same is returned wholly unsatisfied and no Alias Execution issued out thereon since wherefore Action accrues to the Plt. at said Springfield to recover of the Deft. said Sum of Eleven pounds 19¹¹ s. yet the Deft. tho' often thereto requested hath never paid the same but unjustly neglects it to the Damage of the s^d Jarnes £15. — The Plt. by John Northington by his Att^r appears. And the said Deft. by Joseph Habbey by his attorney also comes here. and the said Parties agreeing that y^e whole of the following pleadings may be altered at the Trial of the appeal The said Samuel defends and says that this Action ought not to be maintained agt^t him because he says that he has paid the whole Sum of the said Judgment to him the Plt. which he is ready to Verify and thereof prays Judgment if the Plt. ought to have this Action thereof maintained against him —

And the Plt. says that by any thing above pleaded by the Deft. he ought not to be barred of this his Action because he says that the deft. owes to him the whole Sum of the Judgment above mentioned without that that the deft. has ever paid the Sum thereof or any part of it to him the Plt. as in his plea he has alledged. — And the Deft. says he has paid the Sum of the said Judgment to the Plt. as in his plea is alledged and this he prays may be inquired of by the Country. — The Plt. likewise —

After a full hearing of the Parties upon the evidence produced in this case and all things touching the same being fully discussed It was Committed to the Jury M^r Samuel Ely foreman and fellows Who afterwards to wit now at this same Term return their Verdict therein and on their oaths say they find for y^e Plt. Eleven pounds 19¹¹ s. Debt & Cost of Court. It is therefore Considered by the Court that the s^d Jarnes do recover against the said Samuel Eleven pounds nineteen Shillings and Eleven pence lawful money Debt. and Cost of Court taxed at Three Pounds four Shill. and ten pence. The s^d Samuel appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next and recognizes with sureties as the Law directs to prosecute the Appeal with Effect. as by y^e s^d Recognizance on file appears.

Peter Mills of Windsor in the County of Hartford in the Colony of Connecticut (Mills
coman plt. vs Aaron Strong of Springfield in the County of Hampshire yeoman Strong
ft. in a plea of the Case wherein the plt. demands fourteen pounds 10^s. which the deft
in the last day of August 1736 by his note promised the Plt to pay him within one year
with the lawful Interest & but has not paid the same —

Mills

Bring

The Plt. by Cornelius Jones Gent. his Att^r appears. The Def^t. being three times publicly called makes default of appearance here -

It is therefore considered by the Court that the said Plt. recover against the said Aaron sixteen pounds four shillings and ten pence lawful money Damages & Cost of Court taxed at thirty three shillings and nine pence - and he may have his Execution thereof - Immediately thereupon Elijah Leonard who was Surety for the said Aaron his appearance at this Court & bring into this Court the said Aaron and humbly prays that the said Aaron may be taken into custody agreeable to the statute in this behalf provided and that he the said Elijah may be discharged as is by Law in such Cases ordered - It is thereupon ordered that the said ^{Aaron} be taken into custody he is discharged & the said Aaron is committed to the keeper of his Majesty's Goal in the County of Hampshire by him to be kept &c Ex^o is 9th Sept. 1763 -

Adams

Hale

John Adams of Suffield in the County of Hampshire yeoman Plt. vs Ezekiel Hale lately of Grovville in the same County yeoman Def^t. in a plea of the Case wherein the Plt. demands one pound 4^{ths} which the Def^t. on the third day of Feb^r 1763 by his note promised the Plt. on demand with Interest - Also thirty shillings more which the Def^t. on the same day by his other note promised the Plt. on demand with Interest but has not paid - The Plt. by Cornelius Jones Gent. his Att^r appears. The Def^t. being three times publicly called makes default of appearance here - It is therefore considered by the Court that the Plt. recover against the Def^t. fifty six shillings & six pence lawful money Damages and Cost of Court taxed at thirty eight shillings & a penny - Ex^o is 28th Sept. 1763 -

Graves

Hood

Aaron Graves of Palmer in the County of Hampshire yeoman Plt. vs Elijah Hood of South Hadley in the same County yeoman Def^t. in a plea of the Case wherein the Plt. demands twelve pounds which the Def^t. on the 4th of Nov^r. 1762. by his note for value rec^d. promised the Plt. to pay him by the first of May then next with Interest but has not paid - The Plt. by Cornelius Jones Gent. his Att^r appears. The Def^t. being three times publicly called makes default of appearance here. It is therefore considered by the Court that the Plt. recover against the Def^t. twelve pounds twelve shillings lawful money Damages and Cost of Court taxed at one Pound sixteen shillings and five pence; Ex^o is 28th Sept. 1763.

Jones

Warner

Cornelius Jones of Springfield in the County of Hampshire Gent. Plt. vs Samuel Warner of Wilbraham in the same County yeoman Def^t. in a plea of the Case wherein the Plt. demands seven pounds 2^{sh} which the Def^t. on the 9th of May 1763 by his note promised the Plt. on demand with Interest & also seven shill & three pence which the Def^t. on the 29th of Mar 1764 by his other note promised the Plt. on demand with use &c but has not paid - The Plt. appears - The Def^t. being three times publicly called makes default of appearance here. It is therefore considered by the Court that the Plt. recover against the Def^t. seven pounds thirteen shillings & eleven pence lawful money Damages & Cost of Court taxed at thirty one shill & five pence. Ex^o is 27th Sept. 1763.

Barbours

Gerr

Timothy Barbours of Springfield in the County of Hampshire yeoman Plt. vs Simeon Gerr Jun^r of Infield in the same County yeoman Def^t. in a plea of the Case wherein the Plt. demands fourteen pounds 2^{sh} 6 which the Def^t. on the first of March 1762 by his note promised the Plt. in ten days from 2^d Date with Interest &c but has not paid - The Plt. by Cor. Jones Gent. his Attorney appears. The Def^t. being three times publicly called makes default of appearance here. It -

It is therefore Considered by the Court that the Plt. do recover against the Deft. fifteen pounds eight shillings lawful money Damages and Cost of Court taxed at Thirty two shillings & seven pence. Ex. r. 27th Oct. 1763.

Ephraim Pease of Enfield in the County of Hampshire Gent. Plt. vs Alsa Pease of Springfield in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands four Pounds 7s. which the deft. on the 12th day of June 1761 by his note promised the Plt. on demand with Interest &c but has not paid the same. The plt. by Mr. Jones his Att^y appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the deft. four pounds eighteen shillings & eight pence lawful money Damages and Cost of Court taxed at Thirty four shillings & five pence. Ex. r. 28th Sept. 1763.

Ephraim Pease of Enfield in the County of Hampshire Gent. vs Parker Pease of Springfield in the said County yeoman deft. in a plea of the Case wherein the Plt. demands seven Pounds 10s. which the Deft. by his note on the 22nd of June 1762 promised the Plt. three months after date with Interest but has not paid &c The Plt. by Cor. Jones Gent. his Att^y appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover agt. the said Parker Twelve Pounds six shillings and eight pence lawful money Damages and Cost of Court taxed at Thirty four shillings & five pence Ex. r. 28th Sept. 1763.

Paul Kent of Suffield in the County of Hampshire yeoman Plt. vs Ubert Seward of Kent Granville in the same County yeoman deft. in a plea of the Case wherein the Plt. demands seven pounds 3s to balance Accts for sundry goods &c according to y^e Acct on file which the deft. on the first day of July last owed him & promised him on demand but has not paid. The plt. by Mr. Jones his Att^y appears. The deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Seven pounds three shillings & five pence lawful money Dam. & Cost of Court taxed at one pound fifteen shillings & eleven pence. Ex. r. 27th Sept. 1763.

Daniel Spelman of Granville in the County of Hampshire Cordwainer plt. vs Matthias Spelman Smith of Springfield in the same County Sadler Deft. in a plea of the Case wherein y^e Plt. demands Three Pounds 10s. which the deft. on the 15th of June last by his note promised y^e Plt. by sundries mentioned in y^e same note in three weeks but has not paid. The Plt. by Cor. Jones Gent. his Att^y appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Three Pounds ten shillings lawful money Damages and Cost of Court taxed at one pound 15s. Ex. r. 25th Sept. 1763.

George Pynehon of Granville in the County of Hampshire yeoman Plt. vs Phoebe Dowds Pynehon of the same Granville widow and Spinster Deft. in a plea of the Case wherein the plt. demands Three Pounds 10s. which the Deft. on the 5th of August instant owed the plt. for sundry Goods &c according to his Acct & promised him y^e same on demand but has not paid. The Plt. by Cornelius Jones Gent. his Att^y appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Three Pounds eighteen shillings and seven pence lawful money Damages and Cost of Court taxed at one pound nineteen shillings and one penny like money and he may have his Execution there of &c. Execution was sued Out Sept. 30th 1763.

George Synthon of Granville in the County of Hampshire yeoman Plt. vs Thebe Doodde
of Granville aforesaid Widow and Spinster Adm^r on all singular the Goods & Chattels
Rights and Credits of Isaac Doodde late of Granville afores^d dec^d as she is Adm^r as
afores^d Def^t. in a plea of the Case wherein the Plt. demands of the said Adm^r two
pounds 6^s 3^d which the s^d Isaac when alive on the 14th of March 1761 owed the Plt. for
undry goods before that time deliverd to y^e s^d Isaac & for which he promised y^e Plt.
to pay him the same on demand but it has not been paid. The Plt. by Cornelius
Jones Gent. his Att^r appears. The Def^t. being three times publicly called makes
default of appearance here. It is therefore Considered by the Court that the s^d
George do recover against the s^d Isaac's Estate which is in the Hands and under the
Administration of the said Thebe two pounds six Shillings and five pence three
farthings lawful money Damages and Cost of Court taxed at 29^s 1^s 30th
Sept: 1763.

George Synthon of Granville in the County of Hampshire yeoman Plt. vs Reuben Sweatman
of the said Granville yeoman def^t. in a plea of the Case wherein the Plt. demands Three
pounds 8^s which the Def^t. on the 16th June 1763 by his note promised the Plt. on demand
with Interest but has not paid the same. The Plt. by Cornelius Jones Gent. his Att^r appears.
The Def^t. being three times publicly called to come in to Court makes default of appearance.
It is therefore Considered by the Court that the Plt. do recover against the Def^t. Three
pounds nine Shill^{ings} & seven pence lawful money Dam^{ages} & Cost of Court taxed at one pound 19^s.
Ex^{tra} u^{bi} 30th Sept: 1763.

George Synthon of Springfield in the County of Hampshire Gent. Plt. vs Joseph Morgan
of Springfield afores^d yeoman Def^t. in a plea of the Case wherein the Plt. demands Six
pounds 10^s 9^d which the Def^t. on the 19th of April 1762 by his note promised the Plt. on demand
with Interest but has not paid. The Plt. by Cornelius Jones Gent. his Attorney appears.
The Def^t. being three times publicly called makes default of appearance here.
It is therefore Considered by the Court that the Plt. recover against the Def^t. Seven
pounds one Shilling & seven pence lawful money Damages and Cost of Court taxed
at one pound Eleven Shillings & five pence. Ex^{tra} u^{bi} 15th Sept: 1763.

George Synthon of Springfield in the County of Hampshire Gent. Plt. vs Martin Smith
of Springfield afores^d yeoman def^t. in a plea of the Case wherein the Plt. demands Six
pounds 1^s which y^e def^t. on the 5th of April last by his note promised the Plt. on demand
with Interest, but has not Paid the same. The Plt. by Corⁿ Jones Gent. his Att^r appears.
The Def^t. being three times publicly called makes default of appearance here.
It is therefore Considered by the Court that the Plt. do recover against the Def^t.
Six pounds four Shillings lawful money Damages & Cost of Court taxed at 30^s 9^d.
Ex^{tra} u^{bi} Sept: 15th 1763.

George Synthon of Springfield in the County of Hampshire Gent. Plt. vs Isithorn
Hancock of the s^d Springfield yeoman def^t. in a plea of the Case wherein the Plt. demands
five pounds 18^s 2^d which the def^t. on the 5th of May 1752 by his note promised the Plt. on demand
with Interest. but has not paid. The Plt. by Cornelius Jones Gent. his Att^r appears.
The Def^t. being three times publicly called makes default of appearance here.
It is therefore Considered by the Court that the Plt. do recover ag^t the Def^t. eight pounds
ten Shillings & eleven pence lawful money dam^{ages} & Cost of Court taxed at one pound 10^s 1^s.
Ex^{tra} u^{bi} 15th Sept: 1763.

George Synthon of Springfield in the County of Hampshire Gent. Plt. vs Benjamin Colton
of Springfield afores^d yeoman def^t. in a plea of the Case wherein the Plt. demands
Ten pounds 8^s 9^d which the def^t. on the 19th of Nov: 1754 by his note promised the
Plt. on demand with Interest &c but has not paid the same. The Plt. by Cornelius
Jones Gent. his Att^r appears. The Def^t. being three times publicly called makes
default of appearance here. It is -

It is therefore Considered by the Court that the Plt. do recover against y^e Def^t. seven pounds Eleven Shillings and eight pence one farthing lawful money damages and cost of Court taxed at one pound nine Shillings nine pence. Ex^{ra} is^d 15th Sept. 1763

Jaron Pratt of Hartford in the County of Hartford and Colony of Connecticut yeoman p^lt. vs John Woodbridge Jun^r of South Hadley in the County of Hampshire Gent^l Def^t. in a plea of the Case wherein the Plt. demands Six pounds 6^s which the def^t. on y^e 1st of Dec^r 1762 by his note promised the Plt. to pay him by the first of May then next but has not paid to The Plt. by Daniel Jones Gent^l his Att^r. appears. The def^t. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover ag^t the Def^t. Six pounds & Six Shillings lawful money Damages and Cost of Court taxed at thirty seven Shill^l & Eleven pence — Ex^{ra} is^d 24th Sept. 1763

Hannah Dickinson of Deerfield in the County of Hampshire Singlewoman and Spinster p^lt. vs Ebenezer Bardwell Jun^r late of Hatfield in the same County yeoman def^t. in a plea of the Case wherein the Plt. demands four pounds which the def^t. on the 30th day of June 1761 by his note promised the Plt. by the last of Sept^r then next and the Interest thereof until paid but has not paid the same. The Plt. by M^r Daniel Jones Gent^l his Att^r. appears. The Def^t. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Def^t. four pounds nine Shillings & three pence half penny lawful money Damages & Cost of Court taxed at two pounds 2^s 11^d. Ex^{ra} is^d 24th July 1764.

Eleazer Burt of Northampton in the County of Hampshire yeoman p^lt. vs Benj^m Pierce of South Hadley in the same County yeoman def^t. in a plea of the Case wherein the Plt. demands 50^s which the def^t. on the 22^d of June 1762 by his note promised y^e Plt. to pay him or y^e Value thereof in Wheat by the sixth of August then next but has not paid the same to. The Plt. by Daniel Jones Gent^l his Att^r. appears. The Def^t. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Def^t. Two pounds, Nineteen Shillings and five pence lawful money Dam^g & Cost of Court taxed at one pound 16^s 11^d. Ex^{ra} is^d 6th Oct^r 1763.

Abel Walker of Charlestown in the province of New Hampshire yeoman p^lt. vs Daniel Parsons of Springfield in the County of Hampshire & Jesse Warner of the same town yeoman Def^t. in a plea of the Case wherein the Plt. demands Six pounds 7^s which y^e def^t. by their joint note on the 9th of April 1762 promised him on demand with Interest but have not paid to The Plt. by Dan^l Jones Gent^l his Att^r. appears. The Def^t. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Def^t. two pound twelve Shillings lawful money Dam^g & Cost of Court taxed at two pound 18^s 9^d. Ex^{ra} is^d 27th Sept. 1763.

Sarah Porter of Hadley in the County of Hampshire Gentlewoman and Widow Porter of the S^d Hadley by Executors of the last Will and Testament of Eleazer Porter late of S^d Hadley by Dec^r Plt^r vs William Williams of Pittsfield in the County of Berkshire by Def^t. in a plea of the Case wherein the Plt. demand Three pounds 1^s 8^d which the def^t. on the 5th of Sept. 1757 by his note promised the s^d Testator then living to pay to Him or his order on demand with Interest but has not paid the same. The Plt^r by Daniel Jones Gent^l their Attorney appear. The Def^t. being three times publicly called makes default of appearance in Court. It is therefore Considered by y^e Court that the s^d Executors in this Capacity do recover against the said William four pound three Shillings and four pence lawful money Damages, and Cost of Court taxed at two pounds and nine pence. Ex^{ra} is^d 27th Sept. 1763.

Miller 3^d { Ebenezer Miller the Third of Springfield in the County of Hampshire yeoman plt. vs
 Rowie { Thomas Rowie of Westfield in the same County yeoman deft. in a plea of the Case wherein
 the plt. demands Twelve Pounds & Six pence which the deft. on the 29th of April 1761
 by his note promised the plt. on demand with the Interest thereof but has not paid.
 The plt. by John Worthington Esq. his Att^r appears. The Deft. being three times pub-
 licly called makes default of Appearance here. It is therefore Considered by
 the Court that the plt. recover against the Deft. Nine Pounds three Shillings & two pence
 lawful money Damages & Cost of Court taxed at one pound 12/3. Execn is 17th Nov. 1763.

Church
 or
 Shapley { Moses Church of Springfield in the County of Hampshire yeoman plt. vs William
 Shapley late of Sturbridge in the County of Worcester yeoman Deft. in a plea of the
 Case wherein the plt. demands Twelve pounds & 4^d Interest, which the Deft. on the
 20th of April 1762 by his note promised one John Willson to pay him or order in
 five months who afterwards ordered the deft. to pay the same to the plt. but it is not
 done. The plt. by John Worthington Esq. his Attorney appears. The Deft. being three
 times publicly called makes default of Appearance here. It is therefore Con-
 sidered by the Court that the plt. recover against the Deft. Twelve pounds nineteen
 Shillings and nine pence one farthing lawful money Damages and Cost of Court
 taxed at one pound sixteen Shillings & five pence. Execn is 24th Sept. 1763.

Bagg
 Smith { Daniel Bagg Junr. of Westfield in the County of Hampshire yeoman plt. vs Seth Smith 2^d
 of Salfield in the same County yeoman Deft. in a plea of the Case wherein the plt.
 demands Twenty Pounds which the deft. on the 28th of June 1762 by his note promised if
 plt. to pay him by the Eleventh of November then next but has not paid. The plt. by
 John Worthington Esq. his Att^r appears. The Deft. being three times publicly called
 makes default of Appearance here. It is therefore Considered by the Court that
 the plt. recover against the deft. Thirteen Pounds five Shillings and nine pence
 lawful money damages and Cost of Court taxed at one pound 14/3. Execn is 21st
 Sept. 1763.

Miller
 or
 Patterell { Benjamin Miller of Springfield in the County of Hampshire yeoman plt. vs Joseph
 Patterell of Ware in the same County yeoman Deft. in a plea of the Case wherein
 the plt. demands fifty two Shillings which the deft. on the thirteenth of Dec^r last by his
 note promised one Robert Sanderson to pay him or order on demand with interest
 which Robert ordered the same should be paid to the plt. but it has not been paid to
 the plt. by John Worthington Esq. his Att^r appears. The Deft. being three times pub-
 licly called to come into Court makes default of Appearance here.

It is therefore Considered by the Court that the plt. recover against the Deft.
 fifty four Shillings lawful money damages and Cost of Court taxed at thirty
 three Shillings and eleven pence. Execn is 21st Sept. 1763.

Flynt
 or
 Brown { Abner Flynt yeoman and Archelaus Flynt yeoman both of Windham in the
 County of Windham in the Colony of Connecticut plt. vs Ebenezer Brown of
 Springfield in the County of Hampshire yeoman Deft. in a plea of the Case in
 which the plt. demand four pounds 10^s. which if deft. on the eighth of March 1762
 by his note promised the plt. by the first of July then next with 4^d Interest &
 had also a further sum of four pounds which the deft. by his other note on 4th
 same day promised the plt. by the first of May then next but has not paid to
 the plt. by John Worthington Esq. their Attorney appear. The Deft. being three
 times publicly called to come into Court makes default of Appearance here.
 It is therefore Considered by the Court That the plt. recover against the Deft.
 Nine pounds five Shillings and two pence half penny lawful money Damages
 and Cost of Court taxed at Two pounds 5/9. Execn is 24th Sept. 1763.

Abraham Skinner Just. of Woodstock in the County of Worcester yeoman p^lt. v^s Eliza-
han Munger of South Brimfield in the County of Hampshire yeoman def^t. in a { Skinner
plea of Ejectment wherein the Plt. demands against said Unathan one Messuage { Munger
and one hundred and Twenty Seven Acres and a quarter of an Acre of Land
being the farm on which the said Unathan now dwells, And the said and the s^d
one Hundred and Twenty Seven acres and a quarter was laid out & surveyed origi-
ally in several Pieces and in three several Divisions of the Common Lands in Brim-
field in said County Sixty Acres of which was the fifth Division Lot on Parks
Williams' Right in said Common. Thirty Acres thereof was surveyed and laid
out as the third Division Lot on Samuel Munger's Right in said Commons
and the Residue thereof Part of the fifth Division Lot on William Nelson's Right in
said Commons and wherein the Plt. also demands Seventeen Acres and fifty rods
of Land more being meadow Land lying a little Southwesterly of the farm afores^d.
on the brook that runs thro' the said farm and is part of a grant of Land
originally laid out of the said Common Lands of the said Brimfield upon
Samuel Munger's Right commonly called Munger's Meadow all lying now
in said South Brimfield with the Appurtenances and whereon the said Plt.
says that the said Unathan Munger at said Springfield on the 15th day of
April 1758 being seized of the Messuage and Lands afores^d. in his deed now as of
record he then and there by his deed under his hand and Seal of that date in Court
to be produced (by the name mentioned therein) conveyed the same to the said
Abraham (by the name therein mentioned) to hold the same with the Appur-
tenances to him the said Abraham and his heirs and assigns forever by virtue
of which the said Abraham then and there became seized of the same in fee
taking the Profits thereof to the Value of five Pounds by the year viz in a
reasonable Time in the reign of his late Majesty George the Second and within
ten years last past and the said Abraham ought to have held and enjoyed the same
to this Time yet the said Unathan hath since the said fifteenth day of April
Anno Domⁱ 1758 entered into the Premises ejected the Plt. and dispossessed him of
the same and yet unjustly holds him out to his damage fifty pounds.

The Plt. by John Watthington by his Att^y appears. The Def^t. being three
times publicly called makes default of appearance here — And thereupon the
said Abraham brings into this Court his deed afores^d. by which he holds the Prem-
ises And the same being seen by the Justices now here present — It is considered
by the Court that the said Abraham recover against the s^d Unathan the
Sum of one hundred and forty five pounds ten Shillings lawful money (being
the sum due in Equity on the s^d Debt) Debt and Cost of Court taxed at Two pounds
nine Shillings and nine pence & if the said Sum of £145.10. adjudged to the
Plt. as afores^d. shall not be paid to him by the Def^t. within two months Time from
this Term of the Court The said Abraham may have his Execution for prose-
cution of the Premises to

Execⁿ for Def^t. if. 30th Nov^r 1763

Samuel Colton the Second of Springfield in the County of Hampshire yeoman p^lt. v^s James
Dickinson of Palmer in the same County yeoman def^t. in a plea of { Colton
the Case wherein the Plt. demands one pound 15^s. which the Def^t. on the 21st of August { Dickinson
1762 by his note promised the Plt. to pay him or to his order on demand with inter-
est & also other one pound 15^s. which the Def^t. on the same day by his other note pro-
mised the Plt. to pay him or his order on demand with Interest And also one
other Sum of one pound 19^s. which the Def^t. by his other note of same Date promised
to pay the Plt. or his order on demand with Interest. but has not paid the said Sums — The

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Colton } The Plt. by John Worthington Esq. his Attorney appears. The Deft. being three times
publicly called makes default of appearance here. It is therefore Confessed
by the Court that the Plt. recover against the Deft. five pounds sixteen Shill. two pence
lawful money damages & Cost of Court taxed at one pound 14/5. Given in 24th Sept. 1763.

Foot } Joseph Frost of Monson in the County of Hampshire yeoman Plt. vs Daniel Croft of
of } Ware in the same County yeoman Deft. in a plea of the Case wherein the Plaintiff
Vt } demands five Pound which the deft. on the 7th of Sept. last promised by his note to pay
the Plt. by the first of may then next with the Interest but has not paid the -
The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times
publicly called makes default of appearance here. It is therefore Confessed
by the Court that the Plt. recover against the Deft. five pounds six shillings lawful
money damages & Cost of Court taxed at one pound 19/11. Given in 17th Nov. 1763.

Ashley } Benjamin Ashley of Springfield in the County of Hampshire yeoman Plt. vs Joseph
in } Bedortha Junr. of the same Springfield yeoman Deft. in a plea of the Case wherein
Bedortha } Plt. demands forty pounds & 2 which the deft. on the 10th of August last past by his note
Junr } promised the Plt. on demand with the Interest but has not paid the same. The Plt.
by John Worthington Esq. his Att. appears. The deft. being three times publicly
called comes not but makes default of appearance here. It is therefore Confessed
by the Court that the Plt. recover ag^t the deft. forty two pounds eleven shill. & ten pence
lawful money damages & Cost of Court taxed at one pound 11/7.

Bunce } Zechariah Bunce of Weatherfield in the County of Hartford in the Colony of Con:
in } necticut yeoman Plt. vs Elijah Howard of South Hadley in the County of Hamp:
Howard } shire yeoman deft. in a plea of the Case for that said Elijah at s^d Springfield on
the 25th of August last by his note for Value received promised the Plt. to pay or
deliver to him at Weatherfield Cove (so called), by the first of April then next good
white and yellow pine Logs sufficient to make Twenty three Thousand feet of
merchantable boards which Logs the Plt. says at any time since the 25th day
of August and at this time if delivered at said Weatherfield Cove would be
well worth fifty pounds lawful money And that he hath been always ready at
the same place where they were to have been delivered as aforesaid to receive of
same Logs yet he said Elijah tho' often requested hath never delivered the same
or any part thereof to the Plt. but denies to do it to his damage £50 -
The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times
publicly called makes default of appearance here. It is therefore Confessed
by the Court that the said Zechariah do recover against the said Elijah Twenty
Eight Pounds fifteen shillings lawful money damages and Cost of Court taxed
at Two pounds and eleven pence - Afterwards to wit now at this same Term
the s^d Elijah by Joseph Hawley Esq. his Attorney comes here and appeals from
the Judgment of this Court to the next Superior Court of Judicature & to be holden
at Springfield within and for the County of Hampshire on the fourth Tuesday of
September next and he recognizes with Sureties as the Law directs to prosecute
the Appeal with Effect as by the Recy^a on file it appears

Berry } William Berry of Kinderhook in the County of Albany in the Colony of New:
Symon } York yeoman & Jonathan Seymour of Hartford in the County of Hartford in the
Miller } Colony of Connecticut yeoman Plt. vs Daniel Miller of Springfield in the
County of Hampshire Gent. Deft. in a plea that he render to the Plt. eighty
pounds which they say the deft. on the 23^d of June 1762 by his bond in Court to be
produced

produced bound himself to the Plt. to pay them on demand but has not paid the Plt. by John Worthington Esq. their Attorney appears. The Deft. being three times publicly called to come into Court makes default of Appearance here - ^{Berry} ^{Miller}
It is therefore Considered by the Court that the Plt. do recover ag^t. the Deft. forty three Pounds Twelve Shillings and three pence lawful money being the Chancery of the bond declared on Debt and Cost of Court taxed at Two pounds Eleven Shillings and nine pence. Exon is? 21st Sept. 1763.

Thinehas Upham of Brookfield in the County of Worcester Gent. Plt. vs Joseph Patrel of Ware in the County of Hampshire yeoman Deft. in a plea of Case wherein the Plt. demands Twelve pounds 5/8¹¹ which the deft. on the Seventh of April 1761 by his note promised the Plt. to pay him or order on demand with Interest till paid but has not paid the same. The Plt. by John Worthington Esq. his Att. appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. fourteen pounds one Shilling and two pence one farthing lawful money dam^{ages} and Cost of Court taxed at Two pounds 2/11 Exon is? 30th Nov. 1761

David Collins of Springfield in the County of Hampshire yeoman Plt. vs Ebenezer Hitchcock of Springfield aforesaid Jun. yeoman Deft. in a plea of the Case wherein the Plt. demands twenty seven pounds 18/4 which the deft. on the 10th of May 1762 by his Note promised the Plt. on demand with Interest but has not paid. The Plt. by John Worthington Esq. his Att. appears. The Deft. being three times publicly called makes default of Appearance in Court. It is therefore Considered by the Court that the Plt. do recover against the Deft. thirty pounds two Shillings and three pence lawful money dam^{ages} and Cost of Court taxed at twenty nine Shill. & nine pence. Exon is? Oct. 22nd 1761

Abel Leonard of Springfield in the County of Hampshire yeoman Plt. vs Thinehas Perkins of a place commonly called the wedge of Land in no Town but in the County of Hartford in the Colony of Connecticut yeoman Deft. in a plea of the Case for that whereas at said Springfield on the tenth day of November last Dispute was had between said Abel & said Thinehas of and concerning the s^d Abel's letting to y^e s^d Thinehas in the said Abel's red and white speckled Cow with a Star in her forehead five years old of the price of four pounds ten Shillings to be kept by the said Thinehas from that time onward thro' the Winter until the next Spring for her milk and then to be returned & delivered to the said Abel And it was then and there agreed between the said Abel & Thinehas that the said Thinehas should have the said Cow and her milk thro' y^e term aforesaid and that he should keep the said Cow with sufficient fodder thro' the s^d Winter and until the next Spring and that he should then deliver the said Cow back again to the said Abel And the said Abel says that the said Thinehas then and there in at^d Springfield on said Tenth day of November received the s^d Cow according to keep her thro' the Winter and till the next Spring as afores^d and then to return her to the said Abel and that in Consideration thereof he the s^d Thinehas then & there promised the said Abel that he would keep the said Cow as afores^d until the then next Spring and that he would then deliver her to the said Abel Yet the said Thinehas tho' often requested and particularly at said Springfield on y^e 23rd day of June last past hath never delivered the said Cow to the said Abel but hath converted her to his own use and refuses to deliver her to the s^d Abel according to his promise and Agreement aforesaid to the damage of the said Abel &c. The Plt. by John Worthington Esq. his Attorney appears And the said

144- And the said John by Joseph Hawley Esq. her Att. came into Court and deposes & records and says that he never promised in manner and form as the Plt. in his Deed in him was alledged and thereof puts himself on the Country. And the Rt. likewise doth the same. After a full hearing of the Parties by their learned Council upon the Evidence produced in the Case the said Case was committed to J. J. May 1763 Samuel By fireman and fellows who return their Verdict therein that is they on this Oath find for the Plt. Three pounds fifteen Shillings Damages and Cost of Court. It is therefore Considered by the Court that the Plt. do recover against the Def. Three pounds fifteen Shillings lawful money damages & Cost of Court taxed at five pounds sixteen Shill. &c. Ex. is. 16th Sept. 1763.

Lawson in Ayer vs. Epindall Rawson of Milton in the County of Suffolk Gent. Plt. vs. Seditiah Ayers of Ware in the County of Hampshire yeoman and Ephraim Ayers yeoman late of s^d Ware Def. in a plea of the Case wherein the Plt. demands four pounds 14/1¹/₂ which they by their note on the 24th of May 1754 by their note promised the Plt. to pay him on demand with Interest &c. but have not paid. The Plt. by John Worthington Esq. his Att. appears. The Def. being three times publicly called made default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Def. four pounds eleven Shillings & three pence lawful money Dam. & Cost of Court taxed at three pounds 11/11. Ex. is. Oct. 22^d 1763.

Dwight vs. Partridge Samuel Dwight of Infield in the County of Hampshire by Plt. vs. Oliver Partridge Esq. of Hatfield in the said County Sheriff of the same County Def. in a plea of Case for that Whereas at an Inferior Court of Common Pleas held at Springfield in s^d County on the Last Tuesday & August in the 31st year of the Reign of his late Majesty George 3^d Second He y^e Plt. recovered ag^t William Smeier of Sheffield then in the said County and now in in s^d County of Berkshire Blacksmith Twenty eight Pounds 3/1 lawful money debt and Two pounds 2/4 for his Costs &c. And afterwards viz on the 16th of March in y^e 33^d year of the same Reign at s^d Springfield the said Samuel sued out a Writ of Execⁿ on y^e same Judgment in form as by the Law of this province is prescribed directed to the Sheriff of s^d County of Hampsh^r his Under Sheriff or Deputy requiring and Commanding them that of the Goods Chattels or Lands of the said William within their Precinct they should cause to be paid & satisfied to y^e Samuel at the Value thereof in money the afores^d Sum recovered as afores^d with 3/4 more for that Writ and a former & thereof also to satisfy themselves for their own fees And that for Want of such Goods Chattels or Lands of y^e William to be by him shewn them or found within their Precinct to the Acceptance of y^e Sam^l. they should take the body of y^e William and Commit him to his Mai^{ty} Goal in Springfield afores^d & him therein detain untill he should pay the sum above mentioned with their fees or be discharged by y^e Samuel of Law or otherwise by order of Law And that they should make return of y^e Writ of Execⁿ into y^e Court then next to be held at s^d Springfield on the third Tuesday of May then next. And the s^d Samuel says that on the same 16th of March afores^d he delivered the same Writ of Execⁿ at Springfield afores^d to Stephen Gunn late of Sheffield afores^d Gent. then living and a Deputy Sheriff under the s^d Oliver then and ever since Sheriff of s^d County in due form of Law to execute & return of same with his doings therein And that the s^d Stephen continued in Life & in his s^d Office for more than one year then next ensuing Yet s^d Stephen wholly negligent of his Duty and regardless of y^e Royal Command in s^d Writ contained never executed or returned the same as he was commanded as afores^d Whereby the s^d Samuel hath lost the benefit of y^e Writ & of whole sum therein expressd with & for which Neglect of y^e Stephen the s^d Oliver his Superior is by Law chargeable And the s^d Neglect is to Damage

Damage of the said Summe forty Pounds - And the said Parties were here and with the leave of this Hon^{ble} Court agree that the Action be continued to the next turn of the said Court - And the Parties have day in this Court until 4th next Term.

Jonathan Loring of Marlborough in the County of Middlesex Esq^r Executor of the Last Will and Testament of Thomas Sallow late of said Marlborough yeoman Deft. v. Oliver Partridge of Hatfield in the County of Hampshire Esq^r and Sheriff of s^d County Deft. in a plea of the Case in that Whereas the said Jonathan at the Inferior Court of Common Pleas holden at Springfield in s^d County of Hampshire on the third Tuesday of May in the 33rd year of s^d King of his late Majesty George II in the s^d Capacity of Executor as afores^d recovered ag^t John Church Clerk of the said County of Hampshire yeoman Seven pounds 12^½ lawful money debt & two pound, 10^½ for his costs & that afterwards on the fourth of July then next following at Springfield he sued out a Writ of Execution in due form of Law directed to the Sheriff of the s^d County of Hampshire his Under Sheriff or Deputy - and returnable into s^d Inferior Court of Common Pleas then next to be holden at s^d Springfield on the last Tuesday of August then next, and the s^d Sheriff on the fourth of July at said Springfield delivered the same Writ of Execution to George King then of Sheffield afores^d Gent^l and a Deputy Sheriff under the s^d Oliver Partridge then and ever since Sheriff as afores^d to execute the same and make Return thereof with his Doings therein into the said Inferior Court to which it was returnable as afores^d - And the said John says that the s^d George continued a Deputy Sheriff as afores^d till long after the Return day of the s^d Execution yet the s^d George negligent of this part of his duty and regardless of the Commands of the s^d Writ never executed nor returned the same as he was therein Commanded but wholly neglected so that whereby the s^d Jonathan lost the benefit of s^d Writ and of s^d Sum therein expressed with and for which neglect of the s^d George & s^d Oliver is by Law chargeable and the same neglect of s^d George is to s^d Damage of the s^d Jonathan in his said Capacity £12 - This s^d Parties were here, and with the leave of this honorable Court the said Parties agree that the Case be continued until the next Term of s^d said Court - And it is continued accordingly.

Benjamin Horton of Springfield in the County of Hampshire yeoman Plt v. Nathaniel Gilbert late of Coventry in the County of Hartford and Colony of Connecticut now of s^d Springfield yeoman Deft. in a plea of the Case for that the said Nathaniel at s^d Springfield on the 25th of August last past by his note for Value received promised s^d Benjamin to pay him thirty Pounds lawful money at or before the 20th of April then next with the lawful Interest thereof until paid yet tho' often requested the s^d Nathaniel hath not paid the same but neglected it to s^d Plt's Damage £30 - The Plt. by John Worthington Esq^r his Attorney appears - The Deft. being three times publicly called to come into Court made default of appearance here. It is therefore considered by the Court that the said Benjamin do recover against the said Nathaniel Twenty Pounds ten Shillings and five pence lawful money Damages and Cost of Court taxed at one pound Twelve Shillings and a penny -

Afterwards to Wit now at this same Term comes into Court the said Nathaniel by Cornelius Jones Gent^l his Attorney and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and the s^d Cornelius as Att. for s^d Appellant recognises for the s^d Appellant's property the said Appeal with Effect as by the said Recognizance on file it appears.

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Hitchcock } Noah Hitchcock of Brimfield in the County of Hampshire yeoman Plt. vs Thomas Rich
Rich vs } gent. & Solomon Rich yeoman both of Western in the County of Worcester Deft. in a
plea of the Case wherein the Plt. demands Twenty pounds of which the Deft. on the 13th
of August last past by their note promised the Plt. to pay him or his order within
four months with the Interest but have not paid. The Plt. by John Worthington Esq.
his Att. appears. The deft. being three times publicly called make Default of
appearance here. It is therefore Considered by the Court that the Plt. do recover
against the Deft. Sixteen Pounds Seventeen Shillings & Eight pence three farthings lawful
money dam. & Cost of Court taxed at Two pounds 3/3. Ex. is. 21th Sept. 1763.

Idem } Noah Hitchcock of Brimfield in the County of Hampshire yeoman Plt. vs Josiah
Hitchcock } Holbrook of Sturbridge in the County of Worcester yeoman deft. in a plea of the Case
wherein the Plt. demands Twenty six pounds 13/4 which the deft. on the 8th of April
1760 by his note promised the Plt. by the first of Oct. then next with Interest but
has not paid. The Plt. by John Worthington Esq. his Att. appears. The Deft. being
three times publicly called makes default of appearance here. It is therefore Con-
sidered by the Court that the Plt. recover against the Deft. Twenty seven pounds six
Shillings and four pence lawful money Damages and Cost of Court taxed at
Two pounds one Shilling and Eleven pence. Ex. is. 24th Sept. 1763.

Barnard } Ebenezer Barnard yeoman and Joseph Barnard Gent. both of Deerfield in the County
Es. Lac } of Hampshire Executors of the Last Will and Testament of Samuel Barnard late
Hent } of Salem in the County of Essex Esq. Dec. Plt. vs Dudley Kent of Suffolk in said
County of Hampshire yeoman Deft. in a plea that the Deft. renders to the Plt. the said
Seventy eight Pounds which they say the Deft. on the 15th of Jan. 1762 bound him-
self to the said Samuel to pay him on demand but has not paid &c.
The Plt. by John Worthington Esq. their Att. appears. The Deft. being three times
publicly called makes default of Appearance here. It is therefore Considered
by the Court that the said Ebenezer and Joseph do in their s. Capacity recover agt.
the s. Dudley forty Pounds four Shillings and four pence lawful money being y.
now due in equity on the Chancery of s. Bond Debt and Cost of Court taxed at
Two pounds one Shilling & Eleven pence. Ex. is. 21th Sept. 1763

Lawson } Grindall Lawson of Milton in the County of Suffolk Gent. Plt. vs Samuel Sherman
Sherman } yeoman and Thomas Andrew yeoman both of Ware in the County of Hampshire
et al. } Deft. in a plea that they y. Deft. render to the Plt. Two Hundred pounds which he says
they on the Eleventh of March 1762 by their bond in Court to be produced bound them-
selves to the Plt. to pay him on demand but have not paid &c. The Plt. by
John Worthington Esq. his Att. appears. The Deft. being three times publicly called
make default of Appearance here. It is therefore Considered by the Court y.
the Plt. recover against the Defendants One Hundred and Eighteen Pounds sixteen
Shillings and ten pence three farthings lawful money being y. now due on an
equitable Chancery of s. Bond Debt and Cost of Court taxed at Three pounds 4/8.
Ex. is. 22. Oct. 1763.

Lepharm } Phineas Lepharm of Brookfield in the County of Worcester Gent. Plt. vs James
or } M. Michel of Ware in the County of Hampshire yeoman Deft. in a plea of y.
M. Michel } Case wherein the Plt. demands five pounds 6/8 which the deft. on the 12th of March
1760 by his note promised one Benoni Smith to pay him or order within two years
from that time with lawful Interest Who afterwards ordered y. contents of y. paid
note to be paid to the Plt. but the deft. has not paid the same. The Plt. by John
Worthington Esq. his Att. appears. The Deft. being three times publicly called
makes

makes Default of Appearance here. It is therefore Considered by the Court that the Plt. recover against the deft. six pounds eight Shillings and six pence half half penny lawful money Damages and Cost of Court taxed at Two pounds three Shillings and two pence
Vacat is 30th Nov. 1763—

Benjamin Grant of Windsor in the County of Hartford in the Colony of Connecticut }
vs Joshua Weld of Sturbridge in the County of Worcester yeoman deft. in a } Grant
plea of the Case for that Whereas at said Springfield on the tenth of July 1762 discount Weld
was had between the Plt and Deft. of and Concerning the Plaintiff's selling to the deft
in the Plt. yoke of Oxen which he then had there of the price of fifteen pounds for
the contents of one note under Hand of one Samuel Peirson for the Sum of Six pounds
and also for eight Pounds part of the Contents of one promissory note in writing under
Hand of one Zerah Brooks of Infield for the Sum of nine pounds, 10^s dated March 26th
1762 and payable to one Benjamin Hall in three months from the date thereof with
Interest from the time of Payment till paid And also for Twenty Shillings Cash
to be paid to the Plt. by the Deft. in four months from said Tenth of July to make up
the full price of 2 Cattle And the Plt. says it was then and there accordingly agreed
between the Plt. and Deft. and that the Plt. then and there in Consideration thereof
redelivered his said Cattle to the said Joshua and that he delivered to the Plt. the
two notes aforesaid at the same time to receive to his own use the whole Contents of the note
aforesaid made by S. Peirson and to receive the whole Contents of the Note of S. Brooks
Eight Pounds thereof to his own use as aforesaid and thirty Shillings thereof when recd.
to be paid over to said Benjamin Hall And the said Joshua then and there de-
clared warranted and engaged that each of the said notes was honestly truly and
bona Fide made on good Considerations and for true and honest Debts and that he
was justly intitled to eight Pounds part of the Contents of the said note of S. Brooks
And the said Joshua then and there further agreed and promised the Plt. on the
aforesaid Consideration that he would well and truly procure from S. Benjamin
Hall and deliver to the Plt. within four months from the Time of the bargain
aforesaid a good Valid Power of Attorney sufficient to enable him to recover the Contents
of the said note aforesaid of said Brooks and that within the same four months he would
well and truly pay to the Plt. twenty Shillings lawful money the Residue of the
price of 2 Cattle as aforesaid And the Plt. in fact says that the note aforesaid under
Hand of S. Brooks was not given for a true or honest Debt nor on any good & Valid
Consideration and that the said Joshua had no just Right to any part of the Contents
of the said note and that the same were not recoverable of S. Brooks and that the
said Joshua never procured or delivered to the Plt. any Power of Attorney on said
note from S. Hall tho' often requested so that the Plt. cannot obtain any part of
the Contents thereof nor hath he ever paid the Twenty Shillings promised as aforesaid
or any way fulfilled his bargain and promise as aforesaid. But unjustly neglects and
refuses to do it to the Damage of the S. Plt. 42s. The Parties by their respective att^{ys}
appear in the said Plt. by John Worthington Esq. and the said Deft. by Joseph Hawley
Esq. And the Deft. comes and defends and says that he never promised in
manner and form as the Plt. in his declaration against him has alledged and
thereof puts himself on the Country - And the Plt. likewise doth the same

The Evidence having been produced in this Case and examined and the said
Parties fully heard thereon The same was Committed to the Jury Mr. Samuel
Ely foreman and fellows Who afterwards now at this same term return their
Verdict on Oath that they find for the Plt. Nine Pounds thirteen Shillings and ten
pence one farthing Demand and Cost of Court—

And.

and immediately thereupon the ^d Deft. comes and moves in arrest of judgment
 grant and assigns his Exceptions pursuant to this motion and prays that no judg-
 ment be given upon the ^d Verdict for the reasons by him offered - and this
 Court having well weighed the Exceptions assigned do adjudge that they be
 not a sufficient ground wherefore Judgment should not be given upon the Verdict
 returned in this Case. It is therefore considered that the ^d Plt. do recover
 against the said Deft. Nine Pounds thirteen Shillings and ten pence one
 farthing lawful money damages and Cost of Court taxed at Three pounds
 seventeen Shillings and nine pence - The ^d Deft. by Joseph Hawley Esq
 his said Att. appeals from the Judgment of this Court to the next Superior
 Court of Judicature to be holden at Springfield within and for County
 of Hampshire on the fourth Tuesday of September next and he recognizes
 with Sureties as the Law directs for the ^d Joshua's prosecuting & Appeal
 with Effect as by the said Recognizance on file it appears

Eastman William Eastman of South Hadley in the County of Hampshire yeoman ^{Plt.} vs
 Joel Ely of Springfield in the same County yeoman ^{Def.} in a plea of Case
 wherein the ^d Plt. demands Twenty eight Pounds which the ^d Deft. on the 6th of May last
 by his note promised the ^d Plt. to pay him or order on demand with Interest but
 hath not paid so The ^d Plt. by John Worthington Esq his Att. appears -
 The ^d Deft. being three times publicly called makes default of appearance here.
 It is therefore considered by the Court that the said ^d Plt. recover against
 the said Deft. Seventeen Pounds fifteen Shillings & two pence one farthing lawful money
 Damages and Cost of Court taxed at one pound 13^{sh} 10^p. Ex. in. 21st Sept. 1763.

Anderson Cornelius Anderson of Simsbury in the County of Hartford in the Colony of Connecticut
 yeoman ^{Plt.} vs William Brown yeoman and James Morton Clerk both of Blanford
 in the County of Hampshire ^{Def.} in a plea of the Case wherein the ^d Plt. demands
 forty pounds which the ^d Deft. on the 21st of May 1761 by their note promised ^d Plt.
 to pay him or order by the 21st of May then next with Interest but have not paid -
 The ^d Plt. by John Worthington Esq his Att. appears. The ^d Deft. being three times
 publicly called make default of appearance in Court - It is therefore
 considered by the Court that the ^d Plt. do recover against the ^d Deft. Thirty nine
 pounds fifteen Shillings and four pence lawful money Damages and Cost of
 Court taxed at Two pounds and five pence like money -

After all which the ^d Deft. by Cornelius Jones Gent their
 Attorney come into Court and appeal from the Judgment of this Court to
 the next Superior Court of Judicature to be holden at Springfield within
 & for the County of Hampshire on the fourth Tuesday of September next Who
 recognizes with Sureties as the Law directs for Appellants prosecuting
 his Appeal with Effect as by ^d Recognizance on file it appears

Hall Benjamin Hall late of Enfield in the County of Hampshire now of Charlestown in
 the Province of New Hampshire yeoman ^{Plt.} vs Asahel Simons of Enfield aforesd. yeoman
^{Def.} in a plea of the Case for that said Asahel at said Springfield on the Last day
 of March 1762 being justly indebted to the said Benjamin in the Sum of Seventeen
 pounds 18^{sh} for sundry Articles by book to balance accounts according to Schedule
 annexed to the Writ in Consideration thereof then and there promised the ^d Plt. to pay
 him the same on demand but has not done it tho' often thereto requested to
 pay the same
 The ^d Plt. demands 18^{sh}

The said Parties by their respective Attornies. Come here and with leave of the Court agree that if Case be continued to y^e next Term of this Court, it is continued -

Abel Leonard of Springfield in the County of Hampshire yeoman Plaintiff vs Joel Ely of the s^d Springfield yeoman Defendant in a plea of the Case wherein the Plt^r demands Six pounds which the Def^t on the third of June last by his note promised y^e s^d Hannah then wife of y^e s^d Abel to pay her on demand with Interest but has not paid the same to the Plt^r. The Plt^r by John Worthington Esq^r his Att^r appears - The Def^t being three times publicly called makes default of appearance here - It is therefore considered by the Court that the Plt^r do recover against the Def^t Six pounds two Shillings and nine pence half penny lawful money Damages and Cost of Court taxed at one pound 12/4
Ex^r is 4th 17th Nov. 1763.

Samuel Henry of Blandford in the County of Hampshire Husbandman Plaintiff vs William Williams of Pittsfield in the County of Berkshire Esq^r Defendant in a plea of Case wherein the Plt^r demands fifty five Shillings which the Def^t on the last of Feb^y last was justly indebted to y^e Plt^r for certain Labour & Work which the Plt^r had done for y^e Def^t before that time & which he promised him on demand but has not paid. The Plt^r by John Worthington by his Att^r appears - The Def^t being three times publicly called makes default of appearance here. It is therefore considered by the Court that the Plt^r recover against the Def^t Fifty five Shillings lawful money and Cost of Court taxed forty three Shill^{ings} & nine pence. Ex^r is 4th 24th Sept. 1763

James Ireland of Blandford in the County of Hampshire yeoman Plaintiff vs Ebenezer Martin of the New Township called Netherfour in the County of Berkshire Clerk Defendant in a plea of the Case wherein the Plt^r demands fifty six Shill^{ings} which the Def^t on the 19th of March last by his note promised the Plt^r by the first of May then next with Interest but has not paid - The Plt^r by John Worthington Esq^r his Att^r appears. The Def^t being three times publicly called makes default of appearance in Court. It is therefore considered by the Court that the Plt^r do recover against the Def^t Two pounds seventeen Shillings & nine pence lawful money Damages & Cost of Court taxed at two pounds two Shillings & eleven pence.

Joseph Brooks of Ware in the County of Hampshire yeoman Plaintiff vs David Bagg of Blandford in the same County yeoman Defendant in a plea of the Case wherein the Plt^r demands nine pounds 9s which the Def^t on the 27th of August 1762 by his note for Value rec^d promised one Benj^{am} Saxton to pay him or order by y^e first of May then next with Interest Who afterwards ordered payment of the Contents of y^e s^d note to be made to the Plt^r but it has not been done & as y^e s^d Wit appears - The Plt^r by John Worthington by his Att^r appears. The Def^t being three times publicly called makes default of appearance here. It is therefore considered by the Court that the Plt^r do recover against the Def^t Ten pounds & nine pence one farthing lawful money Damages & Cost of Court taxed at one pound 19/3. Ex^r is 4th 30th Nov. 1763.

William Shaw of Palmer in the County of Hampshire yeoman Plaintiff vs Henry Hooker of Sturbridge in the County of Worcester yeoman Defendant in a plea of Case wherein the Plt^r demands one pound 18s which the Def^t on the 24th of September last by his note promised the s^d William on demand with Interest &c And 3/4 more which he owes the Plt^r for Entertainment afforded him the Def^t &c as on file. The Plt^r by John Worthington Esq^r his Att^r appears - The Def^t being three times publicly called makes default of appearance here - It is -

It is therefore Considered by the Court that the Plt. do recover against the deft. Two pounds Three Shillings and Six pence lawful money Damages and Cost of Court taxed at one pound 19/11-
 Execd. 24th Sept. 1763-

Indry
 Hill
 Nivins } John Read of Fairfield in the County of Fairfield in the Colony of Connecticut Esq
 and Ruth Hudson of said Fairfield Widow and Gentlewoman Charles Morris of Halifax
 in the Province of Nova Scotia Esq and Mary his wife Abigail Miller of Boston in the
 County of Suffolk Widow and Gentlewoman William Read of S. Boston Gentlewoman &
 Henry Plyet of Providence in the Colony of Rhode Island Merchant & Deborah his wife
 (which said Charles & Henry sue in Right of their Wives) Plaintiffs vs James Nivins of
 Greenwich in the County of Hampshire Gent^l Deft. in a plea of Entry upon Disseisin
 in the Part wherein they demand against the said James Seventy eight Acres of Land
 lying at the Southerly End of the Farm on which the said James now dwells bounding
 by a pine Tree at the Southeast Corner thence running West one hundred & fifty four
 rods and Twelve feet thence north Sixty rods to the north Line of the Tract of Land
 Commonly called Reads Manor or the Manor of Peace Thence East Eleven degrees
 fifteen Minutes North one hundred and Sixty three rods Thence South one Hundred rods
 to the first Station with the Appurtenances as the Right and Inheritance of the said
 John Ruth Mary Abigail William and Deborah Whereof John Synchon late of said
 Springfield Esq deceased unjustly and without Judgment disseised John Read late of
 Boston afores^d Esq now dec^d. Father of the S. John Ruth Mary Abigail William and Deborah
 the Plt^s whose Coheirs they are and say that the said John Read late of Boston within
 thirty years last past was seized of the said Seventy eight Acres of Land with the
 Appurtenances in his own Right as of his Inheritance and Right in a peaceable
 time taking the profits thereof to the Value of forty Shillings by the year and the S.
 John Synchon unjustly and without Judgment disseised him thereof and from
 the said John Read the father the Right to the Land afores^d with the Appurtenances
 by the Law of this Province descended and came to the said John Ruth Mary
 Abigail William and Deborah the Plt^s his Children and Coheirs as afores^d and they
 ought to have the same Land in the following proportion viz two seventh parts
 thereof the whole in seven equal parts being to be divided to the said John the
 Plt. and one seventh part thereof to the said Ruth and one seventh part thereof
 as afores^d to the said Charles and Mary in her Right and one seventh part
 thereof to the said Abigail and one seventh part thereof as afores^d to the said
 William and one seventh part thereof as afores^d to the said Henry & Deborah
 in her Right And that the said James Nivins had no Entry into the Land afores^d
 with the Appurtenances until after the Disseisin which the said John Synchon
 unjustly and without Judgment made but the said James Nivins now un:
 justly holds the same from the said John Ruth Charles Mary Abigail
 William Henry and Deborah the Plt^s to their Damage £300 - The Plt^s by John
 Worthington Esq their Attorney appear. And the within named James by
 Joseph Hawley Esq his Att^y comes and defends his right to the demanded Premises
 above described whereas & to the Warrant^y thereof Against the demandants above
 named Vouches one Robert Nivins whose Deed of Bargain and Sale of the said
 Premises with warranty to him and his heirs he hath & pray, leave him:
 self to the next Term of this Court that he may have Opportunity to make
 Summons of him the said Robert then to Warrant the said Premises to
 him against the within named Demandants And it is granted him by
 the Court & the S. Parties have day in this Court until the next Term thereof

John Read of Fairfield in the County of Fairfield in the Colony of Connecticut Esq^r Ruth Hunn of said Fairfield Widow and Gentlewoman Charles Morris of Halifax Same
in the Province of Nova Scotia and Mary his Wife Abigail Miller of Boston in of agt
County of Suffolk Widow and Gentlewoman & William Read of said Boston Gent. Northton
and Henry Saget of Providence in the Colony of Rhode Island Merchant and Deborah
his Wife which said Charles and Henry sue in Right of their s^r Wives, Plt^r vs Robert
Koulton of Ware in the County of Hampshire Yeoman Def^t. in a plea of Entry
and Disseisin in the Part wherein they demand against the said Robert a Messuage
and one hundred and three Acres one Wood and seventeen Rods of Land in said Ware
including as follows viz beginning at the Northeast Corner at a pine Tree thence
West one hundred and sixty rods to the East Line of James Nixons Farm called
the Synanon Farm thence South one hundred and sixty one rods thence East 35 North
one hundred and ninety five rods Thence North fifty rods to the first bound, with
the Appurtenances as the Right and Inheritance of the Said John Ruth Mary Abi-
igail William and Deborah Whereof the Said Robert unjustly and without Judgment
disseised John Read late of Boston afores^d Esq^r dec^d Father of the Said John Ruth
Abigail Mary William and Deborah the Plt^r whose Coheirs they are & say that the
said John Read late of Boston within thirty Years last past was seized of the
Messuage and Land aforesaid with their Appurtenances in his own Right as of
his Inheritance and Right in appeareable Time taking the Profits thereof to the
value of forty Shillings by the Year and the said Robert unjustly and without Judgment
disseised him thereof and from the said John Read the father the Right to Messuage
and Land afores^d with their Appurtenances by force of the Law of this Province in
that Case provided descended and Came to the said John Ruth Mary Abigail
William and Deborah the Plt^r his Children and Coheirs as afores^d (To have two twentieth
parts thereof (the whole in seven equal parts to be divided) to the s^r John the
Plt^r and one seventh Part thereof as afores^d to the Said Ruth One seventh part
thereof as afores^d to the s^r Abigail One seventh part thereof as afores^d to the s^r Charles and
Mary in her Right One seventh part thereof to the said William and One seventh
part thereof as afores^d to the said Henry and Deborah in her Right) And that the
said Robert had no Entry into the Messuage and Land afores^d with y^e Appur-
tenances until after the Disseisin which he unjustly and Without Judgment
made as aforesaid yet the said Robert hath ever since held the Plt^r out of the same
and still unjustly holds them out to their Damage £200. — The Plt^r by John
Northington Esq^r their Attorney appear — And the Said Robert Tenant of & demanded
Premises by Joseph Hawley by his Attorney comes and defends his Right to
and to the Warranty thereof Vouches one John Straker whose Deed of Bargain and
Sale of the said Premises with Warranty to him and his heirs he hath and prays
leave of this Hon^{ble} Court to implead to the Next Term of the same Court that he may
make Summons of the said Straker for that purpose and also prays that of Writ
of our Sovereign Lord the King of Summons and Warrantizandum for the
summoning of him the said Straker may be awarded him And it is granted
him — And the s^r Parties have day accordingly

Abraham Burbanks of Suffield in the County of Hampshire Gent^l Plt^r vs
Ebenzer Brown late of Coventry now of Springfield id of Same County Yeoman
Def^t in the plea of the Case wherein the Plt^r demands nine pounds of which y^e Def^t
on the 11th of Jan^y last by his note promised the Plt^r within six months with interest
but has not yet paid — The Plt^r by John Northington by his Att^r appears — The Def^t
being three times publicly called makes default of Appearance here. It is —

It is therefore Considered by the Court that the Plt. do recover against the Def^t. Five pounds Seven Shillings and two pence half penny lawful money Dam^s and Cost of Court taxed thirty four Shillings and five pence -

Bates } Samuel Bates of Brimfield in the County of Hampshire yeoman Plt. or Will^m
or Belnap } Belnap of South Brimfield in the County of Hampshire yeoman Def^t. in a plea
of the Case for that s^d William at said Springfield on the 23^d of June 1761 by his
note for Value rec^d. promised one Azariah Cobley to pay Him or his order Three
pounds 17/ on demand with Interest for y^e same till paid and Afterward, viz
on the same day and at the same Springfield the same Azariah by his Indure-
ment in Writing with his proper hand subscribed and made upon the same
note ordered the Contents of the said note then Wholly due to be paid the 24th of
all which the Def^t. then instantly had Notice and so became liable to pay y^e
same unto the said Samuel on demand and the said William in Consideration
thereof afterwards on the same 23^d of June there at said Springfield assumed
on Himself and to the said William faithfully promised that he would
pay him the Contents of y^e s^d note on demand y^t the s^d after requested hath not
paid the same to y^e Damage of the s^d Samuel &c. - The Plt. by John
Workington his Att^r. appears - The Def^t. by Cornelius Jones Gent^l his Attorney
comes and defends and refusing Liberty to give any special Matter in Evidence
under the General Issue says he never promised in manner and form as y^e
Plt. as the Plt. in his Declaration hath alledged and thereof puts Himself
on the Country - And the Plt. likewise doth the same - After a full
hearing of the Parties by their Council learned in the Law upon the Issue
so joined as afores^d the Case was committed to the Jury M^r. Samuel Elly
foreman and his fellows who afterwards at this Term returned their Verdict
therein upon Oath and say that they find for the Plt. four Pounds Six
Shillings and six pence Damages and Cost of Court - It is therefore Considered
by the Court that the s^d Samuel Bates do recover against the s^d William
Belnap Four pounds Six Shillings and six pence lawful money Damages
& Cost of Court taxed at Three pounds Two Shill^l. and Eleven pence -

The s^d Def^t. by his said Att^r. appeals from the Judgment of this Court to
the next Superior Court of Judicature to be holden at Springfield within and
for the County of Hampshire on the fourth Tuesday of Sept^r. next and the s^d
Att^r. renews with Sureties as the Law directs for the Appellants pro-
secuting his Appeal with Effect as by the said Reveg^a on file appears -

Lanckton } John Lanckton of Springfield in the County of Hampshire yeoman Plt. or
or Elly } Joel Elly of y^e s^d Springfield yeoman Def^t. in a plea of the Case wherein y^e Plt.
demands six pounds 11/ which the def^t. on the 16th of July 1762 by his note promis^d to
the Plt. or or before the first of May then next with Interest &c but has not paid &c
The Plt. by John Workington Esq^r his Att^r. appears - The Def^t. being three times
publicly called makes default of Appearance here - It is therefore Considered by
the Court that the said John Lanckton do Recover against the said Joel Elly five
pounds Six Shillings and nine pence lawful money Damages and Cost of Court
taxed at one pound Eleven Shillings & Seven pence. Ex^{is}. 17th Nov. 1763 -

Idem } John Lanckton of Springfield yeoman Plt. or David Smith Jun^r. of same place
or Smith } yeoman Def^t. in a plea of the Case &c as by y^e Writ appears - The Plt. being three times
publicly called promiscuit to Court and prosecute this Action is Nonsuit - And the
Def^t. likewise Defaulted & y^e Action is dismissed -

Samuel Watts of Chelsea in the County of Suffolk Esq. Plt. vs Joseph Clark of Blanford in the County of Hampshire yeoman Deft. in a plea wherein the Plt. demands one Messuage and Six Hundred Acres of Land lying in said Blanford and in the westerly part of the said Town being part of a Tract of Land commonly called Pixley's farm & bounding as follows viz beginning at a Stake & Stones in the original Corner of s^d farm thence South 20° West Two hundred and fifty rods thence East 20° South one Hundred & sixty five rods thence South 20° West one Hundred thirty five rods thence West 20° North one Hundred & sixty five rods thence South 20° West one Hundred & thirty rods thence West 20° North one Hundred & thirty two rods to a Stake and Stones the Corner of Samuel Steward's Lot then Northwesterly by said Steward's Lot five Hundred and thirty rods to another Corner of s^d Steward's Lot thence East 20° South one Hundred and thirty two rods to the first Station being the farm on which the said Joseph Dwell, with the Appurtenances, and whereon the said Samuel Watts says that in a time of Peace in the Reign of his late Majesty King George the Second and within five years last past he was seized of the Demanded Premises with the Appurtenances in his Demesne as of fee & ought still to hold and have Possession thereof yet the said Joseph Clark within five years last past hath unjustly and without Judgment entered into the same dispossessed of. W. thereof and unjustly holds him out therefrom to the damage of the s^d Sam^t Watts £200. The Plt. by his Att^r appears. The Deft. by Cornelius Jones Gent^l his Att^r comes and pray, that this Action may be continued to the next Term that he may have Opportunity to vouch in Henry Steward of Blanford under whom he holds the Lands and Premises ^{sued for} by deed under the Hand and Seal of s^d Henry with Warranty to take on him the defence of this Suit & it is granted Him.

Samuel Watts of Chelsea in the County of Suffolk Esq. Plt. vs Samuel Steward of Blanford in the County of Hampshire yeoman Deft. in a plea wherein s^d Plt. demands against the said Samuel Steward one Messuage and Six Hundred Acres of Land lying and being in said Blanford and in the westerly part thereof on which the said Samuel Steward now lives lying on both Sides of s^d Country and bounded Easterly on land now in the Possession of Joseph Clark of s^d Blanford and consists of part of the Land commonly called Pixley's farm and of s^d Lots of Land called Number Eleven and Number Twelve in s^d Town of Blanford and is s^d whole of said three Tracts of Land amounting six hundred Acres part thereof sold by one Henry Steward late of Westfield to the said Joseph Clark and described in the said Henry's Deed of bargain and Sale made and executed to the said Joseph Clark with the Appurtenances and whereon the said Samuel Watts says that in a time of Peace in the Reign of his late Majesty King George the Second and within five years last past he was seized of the demanded Premises with the Appurtenances in his Demesne as of fee and ought still to hold and have possession thereof yet the said Samuel Steward within five years last past hath unjustly and without Judgment entered into the same and dispossessed the Plt. thereof and still unjustly holds him out therefrom to his Damage £50. The Plt. by John Worthington Esq. his Att^r appears. And the said Samuel the Deft. by Cornelius Jones Gent^l his Attorney comes and defends and for plea saith that he is not guilty in manner and form as the Plt. in his Declaration hath alleged and thereof puts himself on the Country. And the Plt. reserving Liberty to himself of Waiving this Demurrer and joining Issue with the Deft. on the plea aforesaid at s^d Trial of the Appeal says that s^d Deft^s plea aforesaid and the matter therein contained is an insufficient Answer to the Plt's declaration and that by the Law of s^d and he is not bound to make answer thereto and this he is ready to verify and thereof prays Judgment. The Deft. consenting says his plea is sufficient. Thereupon

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Nathl. Chapin
Samuel the Deft. is a good and Sufficient Answer in Law to the Plt. Beyond
and for any thing by the Plt. offered in his reply thereto yet remain good and
effectual. It is therefore Considered that the Plt. by his plea aforesd. contained
in the Declaration of his Writ have nothing but that for his Grounds of Claim
he be in Mercy & It is also Considered that the said Samuel the Deft. do
recover against the s. Samuel the Plt. Twenty two Shillings & Six pence
lawful money allowed him by the Court for his Costs and Expenses in defend-
ing this Suit. The Plt. by Joseph Hawley by his Att. appeals from &
Judgment of this Court to the next Superior Court of Judicature to be holden
at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next and he Recognizes with Sureties as the Law directs
for the Appellant's prosecuting his Appeal with Effect on by the said Recognizance on file appears.

Chapin
Admin-
or
Graves
Miriam Chapin of Springfield in the County of Hampshire Gentlewoman
Administratrix of all the Good and Chattels Rights and Credits of Elisha Chapin
Gent. late of a Place called Fort Massachusetts then in the s. County who
died Intestate Plt. vs Moses Graves of Hatfield in the same County Gent. deft.
in a plea of the Case for that said Moses at said Springfield on the first
day of August 1756 was justly indebted to the said Elisha then living in
the sum of Eighty Six pounds 12s 2 1/2d for sundry Articles which the s. Moses
there before that time had and recd. of the s. Elisha (according to the Apts on file)
and in Consideration thereof y. s. Moses then and there assumed on himself &
to the said Elisha faithfully promised to pay him the same on demand
Also for that whereas the said Elisha on the same first of August 1756 at s.
Springfield had sold and delivered to the said Moses Graves at his special
Instance and Request two yoke of Oxen the said Moses in Consideration
thereof then and there viz abt. same place and on the same day afterwards on
himself assumed & to the s. Elisha then living faithfully promised that so
much ^{money} as he the said Elisha for y. s. Two yoke of Oxen should reasonably deserve
to have he the said Moses to the said Elisha would truly pay & content when-
ever he should be thereto requested. And the s. Miriam in fact says that the s.
Elisha reasonably deserved to have for said two yoke of Oxen Twenty four pounds
and thereof then afterwards viz on the same day the said Elisha the s. Moses
gave Notice - yet the said Moses his promises aforesaid not regarding hath
never paid the said Elisha either of the said sum of money in the said
Elisha's life time or any part of either of the s. sums tho' often requested -
nor hath the s. Moses ever paid the same to y. said Miriam since y. death
of the said Elisha but alway, hath refused and still doth refuse to pay y.
same to the Damage of the said Miriam in her s. Capacity of £140. -
The Plt. by Joseph Hawley by her Attorney appears - And the s. Moses Graves
by Daniel Jones Gent. his Att. comes and defends & and reserving Liberty of
making a new plea on the Trial of the appeal says he has not broken his
Covenant in manner and form as the Plt. in his Declaration has alledged and
thereof puts himself on the Country - And the Plt. consenting to the above-
Quotation says that the plea aforesd. by the Deft. above pleaded and the matter in
the same contained is an Insufficient Answer to the Plt. Declaration and that she
hath no necessity neither is she held by the Law of the Land to make answer thereto
& that she is ready to verify & thereof pray Judgment & Judgment for her Dam. & Costs - and

& The Deft. says his plea is sufficient. Thereupon the Promiss being seen and
of the Justice now here fully understood it appears to the said Justice that the
fours. Plea of the aforesd. Deft. is not a good and sufficient Answer in Law to the
Pl^ts declaration aforesd. And that by any thing therein contained the Pl^ts ought
not to be precluded of her Action aforesd. & It is therefore considered that the Pl^ts
in her said Capacity do recover against the s^d Moses & Deft. One Hundred and
a pence fourteen shillings and two pence one farthing lawful money Damⁿ
and Cost & Court taxed at Two pounds fifteen shillings & a penny.

The Deft by Simon Strong Gent^l his Attorney appeals from the
Judgment of this Court to the next Superior Court of Judicature to be holden
at Springfield within and for the County of Hampshire on the fourth Tuesday
of September next and he recognizes with Justice as the Law directs for the
Appellants prosecuting his Appeal with Effect as by J^r Devoys on file appears.

George Dymon of Springfield in the County of Hampshire Gent^l Pl^t vs Biddad
Fowler of Westfield in the same County yeoman Deft. in a plea of the Case for
that whereas Ebenezer Noble of Suffield in the said County and Thomas Noble
Gent^l of Westfield aforesd. yeomen on the Twenty first day of September last past
at Springfield aforesaid made their Certain note in Writing Called a promissory
note with the proper Hands of the said Ebenezer Noble and Thomas Noble sub-
scribed bearing date the day and year last aforesaid and the same note to y^e
said Biddad delivered by which said note the said Ebenezer and Thomas for
a Value rec^d promised the s^d Biddad to pay him or order Eleven pounds 16/9
lawful money on or before the first day of March then next following together
with lawful Interest for the same after three months from the date thereof
ill paid and afterwards and before the s^d first day of March aforesd. viz on
the eighth day of February last past at s^d Springfield the s^d Biddad by his Indorse-
ment on the s^d note with his own proper hand subscribed assigned (for Value rec^d)
that note to the said George Dymon and by the said Indorsement ordered the
said Ebenezer and Thomas to pay the Contents of s^d Note then wholly due and
unpaid to the s^d George according to the Tenor of the same note And the s^d George in
ait says that after the Assignment and appointment aforesd. so as aforesd. made
and after the said first day of March last To Wit on the fifteenth of April last
past at said Springfield he the said George shewed the note aforesd. and the
Indorsement aforesd. on the said note to the said Ebenezer and Thomas and then
and then requested the said Ebenezer and Thomas to pay the Contents of s^d note
according to the Tenor thereof and of the Indorsement aforesd. to the s^d George But y^e
said Ebenezer and Thomas the same sum of money aforesd. or the Interest due &
payable for the same to the said George did not pay nor have yet paid but
to pay the same to the said George the s^d Ebenezer and Thomas then and there-
ver since have refused whereof the s^d George afterwards to wit on the 16th day of
April last past at s^d Westfield to the said Biddad gave Notice by Reason of all which
the said Biddad became and was liable and is still liable to pay the Contents of said
note to the said George & being liable the said Biddad promised the s^d George
~~then~~ then and there in Consideration thereof to pay him the same on demand.
And also for that Whereas one Robert Blair at said Springfield on the 29th of Jan^y
last past made his Certain promissory note in Writing under his hand of s^d Date
last aforesd. and the same note to the s^d Biddad delivered by which note the said
Robert promised the s^d Biddad to pay him or his order fourteen pounds 3/ on demand
with Interest for the same sum till paid for Value rec^d and afterwards to wit on
the eighth day of February last past at s^d Springfield the s^d Biddad by his Indorsement with

with his own proper Hand subscribed and made upon the same note assigned that note to the said George the Plt. and by the said Indorsement ordered the said Robert to pay the Contents of the said note then wholly due to the S^r George according to the Tenor of the same note for Value by him the S^r Biddad rec^d. then and there of the said George and the said George in fact says that after assignment and appointment afores^d. as afores^d. made he made diligent Inquiry and Search to find the said Robert and could not find him until the 4th day of August Current on which Day the said George showed the S^r note and the Indorsement thereon to the said Robert viz at a place called Still-Water viz in Springfield afores^d. and then and there requested him the S^r Robert to pay the Contents of the said note to the said George according to the Tenor of the said note and the Indorsement afores^d. but the said Robert did not pay it. said George the Contents of the same note nor hath he paid the same but then and there neglected and refused to pay the same whereof the S^r George at said Springfield on the 12th Day of August Current gave notice to the S^r Biddad By means whereof the S^r Biddad became and was liable and is liable to pay the same to the said George And so being liable the said Biddad in Consideration thereof at said Springfield on said Twelfth day of August Current assumed on himself and the S^r George faithfully promised that he would well and truly pay him the said George the Contents of S^r Note whenever afterwards he should be thereto required. Yet the S^r Biddad tho' often requested hath never paid the Contents of the said note last afores^d. to the S^r George nor any part thereof nor hath he ever paid to the said George the Contents of the said note first afores^d. nor any part thereof tho' by the S^r George often requested nor hath he any fulfilled either of his said Promises but unjustly neglects and refuses to do it to the Damage of the S^r George £40^l. The said George by John Worthington by his Att^r appears - And the said Biddad by Joseph Hawley by his Attorney comes and defends & and says that he never promised the Plt. in manner and form as the Plt. in his Writ against him has alledged and thereof puts himself on the Country - And the Plt. likewise doth the same - After a full hearing of the Pleas and Allegations of the said Parties by their Council Learned in the Law the Case was committed to the Jury M^r Samuel Ely foreman and fellows Who afterwards at this same Term returned their Verdict therein and on their Oaths say that they find for the Plt. Twenty six pounds eighteen Shillings and two pence half penny Damages and Cost of Court - It is therefore Considered by the Court that the said George do recover against the S^r Biddad Twenty six pounds Eighteen Shillings and six pence half penny lawful money Damages and Cost of Court taxed at three pounds eight Shillings & 9^d.

The Debt by his said Att^r appeals from the Judgment of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next and he recognises with Sureties as the law directs for that Appellant's prosecuting his Appeal with Effect as by S^r Remy^u on file it appears -

Cooley
or
Clap } Luke Cooley of Somers in the County of Hampshire Gent^r Plt. vs Ezra Clap of Westfield in the same County Gent^r Debt^r id a plea of the Case wherein the Plt. demands Ten pounds which the deft. on the first of Dec^r 1762 by his note promised the Plt. by the first of March then next with Interest after that time till paid, but has not paid the same. The Plt. by John Worthington by his Att^r appears - The

The deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. ten pounds Six Shillings lawful money damages and Cost of Court taxed at one pound fourteen shillings and ten pence -

Francis Brinley of Roxbury in the County of Suffolk Esq Plt. vs Henry Steward of Blanford in the County of Hampshire yeoman and Deft. in a plea that he said Henry tender to the s^d Francis eighty two pounds 9/6 which s^d Deft. by his bond dated the 10th of Nov^r 1759 bound Himself to the Plt. to pay Him on demand as is fully declared in the Writ on file - The Plt. by John Worthington Esq his Att^r appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the s^d Francis do recover against the said Henry Twenty seven pounds Sixteen Shillings, and Six pence lawful money being the sum due upon an equitable (Chancery of s^d bond) debt and Cost of Court taxed at Three pounds two Shillings & four pence

Joel Ely of Springfield in the County of Hampshire yeoman Plt. vs Elijah Alvord of South Hadley yeoman and Timothy Nash late of Shutesbury yeoman both in the same County Deft^s in a plea of the Case for that the s^d Elijah & s^d Timothy Es^s Springfield on the 23^d of Dec^r 1761 by their note in writing under their hands for Value rec^d promised the s^d Joel to pay him or order the Value of three hundred thirty three pound 2/8 (in Cash and in several other Species & Articles and by the times as is hereafter expressed viz) Fifty pounds part of the s^d sum in Cash by the first day of May then next and fifty pounds part thereof in good Rum at money price by the same first day of May & to deliver Him twenty Thousand of Good Clapboards and fifty Thousand of Good Shingles in a reasonable time from the Date of s^d note w^{ch} in part payment according to their Value at money price of the s^d Three Hundred thirty three pounds 2/8 and to pay the Residue of the said sum in a like reasonable time from the date of s^d Note in timber at the market price and the said Joel say, that he hath been always ready at s^d Springfield ever since the date of s^d note to receive of s^d Elijah and Timothy the Cash sum Clapboards Shingles and Timber aforesaid yet the s^d Elijah and Timothy or either of them have never paid the Plt. the sum afores^d or ever delivered Him any of the Rum Clapboards Shingles or Timber afores^d or any way fulfilled their s^d promise either in whole or in part tho^{tho} often requested but neglect to do it to the Damage of the said Joel £360. -

The Plt. by John Worthington Esq his Att^r appears. The Deft. being three times publicly called to come into Court doth not come but makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Three hundred thirty three pounds two shillings and six pence lawful money damages and Cost of Court taxed at one pound Twelve Shillings and six pence -

Afterward to wit now at this same Term comes here the s^d Elijah and the said Timothy by Joseph Hawley Esq their Attorney and appeal from the Judgement of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire aforesaid on the fourth Tuesday of September next and here recognizes with Sureties as the Law directs for the Appellants prosecuting their appeal with effect as by the said Recognizance on file it appears -

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Synthon } George Synthon of Springfield in the County of Hampshire Gent. Plt. vs James Nivins of
Nivins } Greenwich in the County of Hampshire Gent. Deft. in a plea of the Case wherein the Plt.
demands Thirteen Pound 10⁰/₄ which the Deft. on the 30th of Oct. 1761 upon an account
by J^s. Justice stated was found in arrear to the Plt. as by J^s. Whit more fully appear.
The Plt. by John Worthington Esq. his Att. appears - But the Deft. being three times
publicly called makes Default of Appearance here. It is therefore Considered
by the Court that the Plt. do recover against the Deft. Fifteen Pound Six Shillings
and four pence half penny lawful money Damages And Cost of Court taxed at
one pound thirteen Shillings & Eleven pence Exon is. Sept. 15th 1763.

Truland } James Truland of Stanford in the County of Hampshire yeoman Plt. vs Robert Bratten
Bratten } late of Palmer now of Ware in the same County Sum. Yeoman Deft. in a plea of J^s. Case
wherein the Plt. demands Six pound 2³/₄ which the deft. by his note on the 14th of Jan.
1757 promised the Plt. on demand with Interest but has never to this day paid -
The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times
publicly called makes Default of Appearance here. It is therefore Considered
by the Court that the Plt. do recover against the Deft. Seven pound nineteen
Shillings and nine pence half penny lawful money Damages & Cost of Court
taxed at Two pound and one penny

Smith } John Sanction of Springfield in the County of Hampshire yeoman Plt. vs Eben.
Stebbins } Stebbins Jun^r of the s^d. Springfield yeoman deft. in a plea of the Case wherein J^s. Plt.
demands fourteen pounds which the deft. on the 11th of May 1762 by his note promised
the Plt. to pay him or his order by the first of December then next with Interest but has
not paid - The Plt. by John Worthington Esq. his Att. appears - The Deft. being three
times publicly called makes Default of Appearance here. It is therefore Con-
sidered by the Court that the said John the Plt. do recover ag^t. the s^d. Ebenezer fifteen
Pound one Shilling & Eleven pence half penny lawful money Damages and Cost of
Court taxed at one pound Eleven Shillings & three pence. Exon is. 15th Nov. 1763.

Ely } Joel Ely of Springfield in the County of Hampshire yeoman Plt. vs Martin
Smith } Smith of J^s. Springfield yeoman Deft. in a plea of the Case wherein the Plt. demands
Eleven pound 2³/₄ which the Deft. on the 25th of April last by his note promised one
James Done to pay to him or his order on demand with Interest Who afterwards (J^s.
same being unpaid) ordered the same to the Plt. but the Deft. has not paid it -
The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times
publicly called makes Default of Appearance here. It is therefore Con-
sidered by the Court that the Plt. do recover against the Deft. Eleven pound
Six Shillings and nine pence lawful money Damages and Cost of Court taxed at
One pound Eleven Shillings & Six pence Exon is. 30th Sept. 1763.

Idem } Joel Ely of Springfield in the County of Hampshire yeoman Plt. vs Martin Smith
Idem } yeoman & Aaron Smith yeoman both of the s^d. Springfield deft. in a plea of J^s. Case
at all. } wherein the Plt. demands Ten pound 4¹/₄ which the deft. on the 3^d of Feby 1763 by
their note promised the Plt. on demand with Interest until paid but have not now
hath either of them paid the same - The Plt. by John Worthington Esq. his Att.
appears - The Deft. being three times publicly called make Default of
Appearance in Court It is therefore Considered by the Court that J^s.
said Joel do recover against the said Martin and Aaron Ten pound
four Shillings and a penny lawful money Damages and Cost of Court taxed
at one Pound Twelve Shillings and Seven pence Exon is. 24th Sept. 1763.

Eliphalet Leonard of Springfield in the County of Hampshire yeoman Plt. vs William Cooley of the same Springfield yeoman deft. in a plea of the Case for that the deft. ^{Leonard} ^{Cooley} said Springfield on the fourth of March 1762 by his note for Value rec^d. promised the Plt. to pay him Seventeen Pounds 11/5 lawful money on demand with Interest till paid also for that the deft. at s^d. Springfield on the eighth of March 1762 by his other note for Value rec^d. promised the Plt. to pay him Three pounds 10/ on demand with Interest till paid - yet the deft. tho' often requested hath not paid the said sum but unjustly neglected it to the Plt. Damages £27. The Plt. by John Worthington by his Att^r. appears. The deft. being publicly called doth not come. & It being thereupon certified to the Court that the deft. is now and at y^e Time of the service of the Plt. Writ was out of this Province It is ordered that y^e Case be continued to the next Term of the Court &c

Ebenezer Miller the Third of Springfield yeoman Plt. vs William Cooley of s^d. Springfield yeoman deft. in a plea of the Case for that the deft. at s^d. Springfield on the 6th of July 1761 by his note for Value rec^d. promised the Plt. to pay him five Pounds 4/ on demand with Interest but tho' often requested hath never paid the same to y^e Damages of the Plt. £8. The Plt. by John Worthington by his Attorney appears. The Deft. being out of this Province as next above mentioned It is ordered that the Case be continued to the next Term of this Court &c

Jonathan Barber of Groton in the County of New London in y^e Colony of Connecticut Plt. vs William Cooley of Springfield yeoman deft. in a plea of the Case for that the Deft. at said Springfield on the second of May 1762 by his note for Value rec^d. promised the s^d. Jonathan to pay him or his order Seven pounds 4/2 at or before the 25th of April then next with Interest from the 25th of April then next till paid yet tho' often requested hath never paid the same to the Plt. Damages £10. The Plt. by John Worthington by his Attorney appears.

But forasmuch as it hath been certified to the Court that the deft. at the time of the service of the Plt. Writ and ever since has been out of this Province. It is ordered that the Case be continued to the next Term of the Court &c

Samuel Baneroff of Granville in the County of Hampshire Gent. Plt. vs David Stebbins Jun^r. of Springfield in the s^d. County yeoman deft. in a plea of the Case wherein the Plt. demands Twenty three pounds which he says the deft. on the 22^d of Nov^r. 1762 by his note promised the Plt. to pay him by the first of May then next with Interest but has not paid. The Plt. by John Worthington by his Att^r. appears. The Deft. being three Times publicly called makes default of Appearance here.

It is therefore Considered by the Court that the Plt. do recover against the Deft. Twenty three pound lawful money damages & Cost of Suit taxed at £1. 15^s. 9^d. Each is 30th Nov^r. 1763.

Gershom Wright of Westfield in the County of Hampshire yeoman Plt. vs Ezra Clap of the same Westfield Gent. deft. in a plea of Case wherein the Plt. declares that on the 10th of June 1760. at s^d. Westfield he was possessed of a large Iron Gun Barrel of y^e Value of Three pounds 10/ y^e property of one Elijah Mesenger which he the s^d. Gershom lent to s^d. Ezra to divert himself therewith by firing the same loaded with Powder he the s^d. Ezra promising the Plt. to indemnify him so & that y^e. Ezra broke & much damaged y^e same barrel and did not indemnify the Plt. from the Cost to which he was exposed by the splitting of the Gun barrel afores^d. but that the s^d. Ezra failing to do it s^d. Mesenger recovered a Judgment ag^t. y^e. Gershom for his Dam^s assessed by the splitting of y^e Gun barrel afores^d. Cost which y^e. Ezra has not indemnified from but neglects to pay &c as is more fully declared in the Plt. Writ on file &c

The Plt. appears - And the said Ezra the deft. now comes here and confesses Judgment for the sum of Six pounds Six Shillings and five pence damages and costs - It is therefore Considered by the Court that the said Gershom do recover against the said Ezra Six Pounds Six Shillings and five pence lawful money damages and Cost of Court taxed at Five Pounds 5/7. *Exon is 30th Sept. 1763 - and a 2. Exec. u. 9th Nov. 1763 -*

Rose or Phelps Samuel Rose of Weathersfield in the County of Hartford in the Colony of Connecticut Plt. or Jonathan Phelps of Northampton in the County of Hampshire yeoman deft. in a plea of the Case wherein the Plt. demands fifty four pounds lawful money which he says the deft. on the 12th of January last promised him the Plt. on demand with Interest but has not paid - The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times publicly called makes default of appearance here -

It is therefore Considered by the Court that the Plt. do recover against the Deft. Forty Pounds Six Shillings lawful money damages and Cost of Court taxed at Two pounds two shillings and a penny - *Exon is 24th Sept. 1763.*

Idem or Goss Samuel Rose of Weathersfield in the County of Hartford Colony of Connecticut yeoman Plt. or Thomas Goss of Cranville in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands Twenty six pounds 19/ which the deft. on the 16th of Oct. 1762 by his note promised the Plt. within three months with Interest but has not paid - The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Twenty eight Pounds Seven Shillings & three pence lawful money Dam. and Cost of Court taxed at Two pounds 2/1. *Ex. u. 24. Sept. 1763.*

Forster or King Whereas at the Inferior Court of Common Pleas holden in this place and for County of Hampshire on the Last Tuesday of August last past Amor Forster of New Salem in the P. County Gent. and Abigail his wife who was formerly Abigail King, recovered against John King of Sutton in the County of Worcester yeoman Administrator on the Goods and Estate of Jonathan King late of s. Sutton yeoman dec. (and in s. Capacity) Seven pounds 13/4 Debt & Two pounds 9/11 for their Costs to be levied of Goods or Estate that were of y. s. Jon. dec. at the time of his death in the Hands of s. Adm. to be by him administered. And Whereas afterwards an Exec. was sued out in due form of Law for levying the said sums of those Goods or Chattels afores. s. Exec. was returned in no part satisfied &c. and because the s. Return is thought to be in Delay of s. Debt & Cost, It being certified that the s. Adm. had of y. Goods & of y. Dec. in his hands and has wasted the same so the s. Adm. was summoned to appear here to shew Cause why of the proper goods and Chattels of the s. Adm. the said Forster wife should not have their Debt and Cost afores. &c. The Plt. by John Worthington Esq. their Att. appear. But the Deft. being three times publicly called makes default of appearance here - It is therefore Considered by the Court that the Plt. do recover against the deft. (of his own proper goods and Chattels to be levied) Ten pounds four Shillings and a penny lawful money Debt and Cost of this suit taxed at Two pounds eight Shillings and five pence - *Exon is 24th Feb. 1764 -*

Grant or Shaw Ebenezer Grant of Windsor in the County of Hartford in y. Colony of Connecticut Gent. Plt. or William Shaw of Palmer in y. County of Hampshire yeoman deft. in a plea of the Case wherein the Plt. demands Thirty six pounds 8/5 which the deft. on the 21st of June 1762 by his note for Value rec. promised the Plt. within three months with the Interest but has not paid - The Plt. by John Worthington Esq. his Att. appears - The Deft. being three times publicly called makes default of appearance here -

It is therefore Considered by the Court that the Plt. do recover against the Deft. Thirty nine pounds and six pence lawful money Damages and Cost of Court taxed at One pound eighteen shillings and nine pence. Exon is 30th Nov. 1763.

John Walker and George Smith yeomen both of Hartford in the County of Hartford and Colony of Connecticut only surviving Executors of the last Will and Testament of Norman Morison. Physician late of Hartford decd. Plt. vs Samuel Brooks woman and Lydia his Wi's both of Springfield in the County of Hampshire which said Lydia is Administratrix of all the Goods and Chattels, Rights & Credits of Moses Mirish late of Springfield yeoman decd. which were his at the time of his Death Deft. in a plea of the Case wherein the Plt. demand sixteen pounds 2s. which y. s. Moses in his life owed y. s. Norman decd. to balance with Accounts for y. several Articles mentioned in y. Plt. account on file but never p. him or his Executors y. Plt. nor hath y. Deft. ever paid the same. The Plt. by John Worthington by their Attorney appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the s. John Walker and George Smith Executors as aforesaid in their said Capacity do recover against the Estate of the s. Moses decd. in the Hands and under the Administration of the s. Adm. Sixteen pounds two shillings and seven pence lawful money damages and Cost of Court taxed at one pound eighteen shillings and five pence. Exon is 24th Sept. 1763

Samuel Bolton the second of Springfield in the County of Hampshire yeoman Plt. vs William Day of the same place yeoman deft. in a plea of the Case wherein the Plt. demands Two pounds 3s 6d which the Deft. on the 14th of Feb^y last past by his note promised the Plt. on demand with Interest but has not paid. The Plt. by John Worthington by his Att^r appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Two pounds four shillings & ten pence half penny lawful money Damages and Cost of Court taxed at one pound 11s 3d. Exon is 24th Sept. 1763.

Benjamin Day of Springfield in the County of Hampshire by Plt. vs Joseph Miller of the s. Springfield yeoman deft. in a plea of the Case wherein the Plt. demands nine pounds 9s 6d which the Deft. on the 12th of August 1762 by his note promised the Plt. by the first of March then next with Interest for y. same. The Plt. by John Worthington by his Att^r appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Ten pounds one shilling and three pence lawful money Damages & Cost of Court taxed at one pound 11s 11d. Exon is 24th Sept. 1763.

Benezar Coomes of Infield in the County of Hampshire yeoman Plt. vs Abimeaz Dutton of Weisfield in the same County yeoman Deft. in a plea of the Case wherein the Plt. declares that the deft on the 23^d of May last by his note for Value recd. promised y. Plt. Deliver him at the House of Job Smith in s. Springfield by the 20th of June then next 10 bushels of good lime well sifted fit to work (worth 4s p bushel) but has never delivered to same tho the Plt. has always been there ready to receive it nor has he any other way fulfilled his s. promise. The Plt. by John Worthington by his Attorney appears. The Deft. being three times publicly called makes Default of appearance here.

It is therefore Considered by the Court that the Plt. do recover against the deft. Seven pounds lawful money Damages and Cost of Court taxed at one pound fourteen shillings and three pence.

153.
Epies } Edward Giles of Springfield in the County of Hampshire yeoman Plt. vs Joel Ely of
City } the said Springfield yeoman Deft. in a plea of the Case wherein the Plt. declared y^t
deft. on the 22^d of June last by his note for Value rec^d. promised the Plt. to deliver unto
him y^e Worth of Sug. in good Sugar at the Landing in Long Meadow whenever he
should be required And that he the Plt. has been always then ready to receive y^e same
but the Deft. has not in any manner fulfilled his s^d. promise. The Plt. by John
Northington Esq^r in his att^r. appears. The Deft. being three times publicly called
makes Default of Appearance here. It is therefore Considered by the Court
that the s^d. Edward do recover against the said Joel Eight Pounds Seven Shillings
lawful money Dam^s & Cost of Court taxed at one pound 11/7. Exon is^d. 30th Nov. 1763.

Northington } John Northington Esq^r & Robert Brecks Jun^r. Gent^s. both of Springfield in the County
of Hampshire Plt^s. vs Daniel Bagg yeoman & Biddad Towler yeoman both of West-
Bagg } field in y^e same County deft^s. in a plea that the deft^s. render to the Plt^s. thirty
pounds which the s^d. Daniel and Biddad by their bond under their hands and Seals
bearing date the 13th day of April 1762 bound themselves to y^e Plt^s. to pay them on
demand but have never paid. The Plt^s. appear. The Deft^s. being three times
publicly called make Default of Appearance here. It is therefore Considered
by the Court that the Plt^s. do recover against the Deft^s. Fifteen Pounds three Shill-
and nine pence threefarthings lawful money being the Chancery of the s^d. bond
Debt and Cost of Court taxed at one pound 12/7. Exon is^d. 30th Nov. 1763.

Glover } Samuel Glover of Wilbraham in the County of Hampshire yeoman Plt. vs Ebenezer
Hitchcock of Springfield in the same County yeoman deft. in a plea of the Case for
Hitchcock } that the deft. at s^d. Springfield on the eighth of August Instant by his note for Value rec^d.
promised one Charles Pyncheon to pay him or order Twenty seven pounds 10/4th on
demand with Interest till paid and Afterwards there the same day the s^d. Charles by
his Indorment with his proper hand subscribed and made upon the same note secured
the Contents thereof (being wholly unpaid) to be paid the Plt. of all which y^e Deft. there
afterwards the same day had Notice and is become liable to pay y^e same and then and
there in Consideration thereof promised the s^d. Samuel to pay him y^e same on demand
but the requested has never done it to his Damage & 30s. The Plt. by John Northington
Esq^r in his att^r. appears. The Deft. being three times publicly called to come into Court
makes default of Appearance here. It is therefore Considered by the Court that
the said Samuel do recover against the said Ebenezer Twenty eight Pounds one Shilling
and two Pence half penny lawful money Damages and Cost of Court taxed at one
pound twelve shillings and nine pence. The Deft. after all this by Cornelius Jones
Gent^r his att^r. comes here and appeals from the Judgment of this Court to the
next Superior Court of Judicature to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next and recognises with
Sureties as the Law Directs for his prosecuting the Appeal with Effect as by the
said Recognizance on file it appears.

Sutt } William Sutt Jun^r. of Taunton in the County of Hampshire Gent^r. Plt. vs John Shields
Shields } of Alnston in the same County Husbandman deft. in a plea of the Case wherein y^e Plt.
demands five pounds 17/7th which the Deft. by his note dated March 22^d. 1760 promised
the Plt. to pay to him or his order within six months with the Interest after y^e time of pay-
ment and also the further sum of five pounds 14s. which the deft. on the same day by his
other Note promised the Plt. on demand with Interest but has not performed his Promise.
The Plt. by John Northington Esq^r in his att^r. appears. The Deft. being three times
publicly called makes Default of Appearance here. It is

It is therefore Considered by the Court that the said William do recover against the said John Thirteen Pounds, Sixteen Shillings and ten pence three farthings lawful money and Cost of Court taxed at one pound 17/3. Execn is 24th Sept. 1763—

Noah Colton of Greenwich in the County of Hampshire yeoman Plt. vs Josiah Powers Colton of Littleton in the County of Middlesex yeoman & Gent^l Deft. in a plea of Case wherein the Plt. demands Twenty four pounds 5/6 which the Deft. on the 7th of May 1762 by his note promised the Plt. by the 7th of May then next coming— Also the worth of three pounds 6/8 lawful money in neat Cattle to be delivered at the dwelling house of J^r Deft. according to his other promisory note to the Plt. dated y^e 25th of Nov^r last which the Plt. was always ready there to receive but y^e Deft. hath not performed these promises— The Plt. by John Worthington Esq^r his Att^r appears— The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by y^e Court that the Plt. do recover ag^t the Deft. Twenty Seven pounds fourteen Shillings and Eleven pence half penny lawful money Damages and Cost of Court taxed at Two pounds Seventeen Shillings & Eleven pence— Execn is 2 Oct 18th 1763—

Jos^r Kent of Suffield in the County of Hampshire yeoman Plt. vs Thomas Gos^r of Granville in the same County of Hampshire yeoman Deft. in a plea of the Case in which the Plt. demands three Pounds 1/1^h which the Deft. on the third of May last by his note promised the Plt. on demand with use but has never paid the same— The Plt. by John Worthington Esq^r his Att^r appears— The Deft. being three times publicly called makes default of Appearance here— It is therefore Considered by the Court that the Plt. do recover against the Deft. Three pounds two Shillings and four pence lawful money Damages & Cost of Court taxed at one pound 14/7. Execn is 28th Sept. 1763—

Elisha Parks of Westfield in the County of Hampsh^r Gent^l Plt. vs Roswell Grave of Granville in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands four pounds 9/11 which the Deft. on the 19th of March last promised the Plt. (by his note of that date) to pay him or order by the last of May then next with interest till paid— The Plt. by John Worthington Esq^r his Att^r appears— The Deft. being three times publicly called makes default of Appearance here— It is therefore Considered by the Court that the Plt. recover against the Deft. four pounds twelve Shillings and four pence lawful money damages & Cost of Court taxed at one pound sixteen Shillings and a penny— Execn is 24th Sept 1763—

William Carnahan of Blandford in the County of Hampshire yeoman Plt. vs James Mountgomery of y^e same Blandford yeoman Deft. in a plea of the Case wherein the Plt. demands Twenty pounds which the Deft. on the 4th of August last by his note promised the Plt. to pay him or order by the 23^d of April last with interest & but has not paid— The Plt. by John Worthington Esq^r his Att^r appears— The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. recover against the Deft. Twenty one pounds six Shillings lawful money Damages and Cost of Court taxed at one pound nineteen Shillings and three pence—

Elisha Parks of Westfield in the County of Hampshire Gent^l Plt. vs David Fowler of the said Westfield yeoman Deft. in a plea of the Case wherein the Plt. demands Twelve Pounds 14/4 which the Deft. on the 12th of May last by his note promised the Plt. on demand with Interest & but has not paid the same— The Plt. by John Worthington Esq^r his Att^r appears. The Deft. being three times publicly called makes default of Appearance in Court— It is

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Fishes } It is therefore Considered by the Court that the Plt. recover against the Debt
Dweller } Thirteen Pounds lawful money Damages and Cost of Court taxed at one
pound fourteen Shillings and nine pence. Execn is? 24th Sept. 1763

Fishes } Medinah Fitch of Windsor in the County of Hartford & Colony of Connecticut Gent. Plt.
Gordon } vs Samuel Gordon of Oakham in the County of Worcester yeoman Deft. in a plea of
the Case for that s^d Samuel at said Springfield on the Last day of January 1755 was
justly indebted to the s^d Medinah in the sum of ten pounds, of lawful money for
twenty pounds and half (weight) of dressed Deers Leathers by him before that time
thence sold and delivered to the said Samuel at his special Request and he then
and there in Consideration thereof a purned on himself and to the s^d Medinah faith-
fully promised to pay him the same sum on demand. And also for that the s^d
Samuel at s^d Springfield on the last day of May Anno Domini 1753 Received of the
said Medinah one black roan mare of the Plt. of the Value of Eighteen Pounds to
drive to Pennsylvania and then to sell and make profit of her for the Plt. & to render
him a reasonable account thereof wherever he should afterwards be thereto required
and the s^d Samuel then and there at s^d Springfield on s^d Last Day of May in
Consideration thereof a purned on himself and to s^d Medinah faithfully promised
that he would render him such reasonable Account accordingly whenever he
should be reasonably required Yet said Samuel tho' often requested hath not
fulfilled either of his said Promises but unjustly neglects it To the Damage of
the said Medinah £35. - The Parties afores^d now come into Court and here in
Court agree to refer this Case to the final Determination and Award of Messrs
Jonathan Burroughs and Abner Burroughs both of Windsor afores^d and John
M^r Canathan of Rutland in the County of Worcester for any two of them Arbitrators
mutually chosen by the s^d Parties. And it is ordered that the s^d Arbitrators do hear &
said Parties Consider the said Case and bring their Award thereon into this Court
as soon as may be And the Award of the s^d Arbitrators or any two of them in the
Premises is to be final and the Action is Cont^d to the next Term of this Court

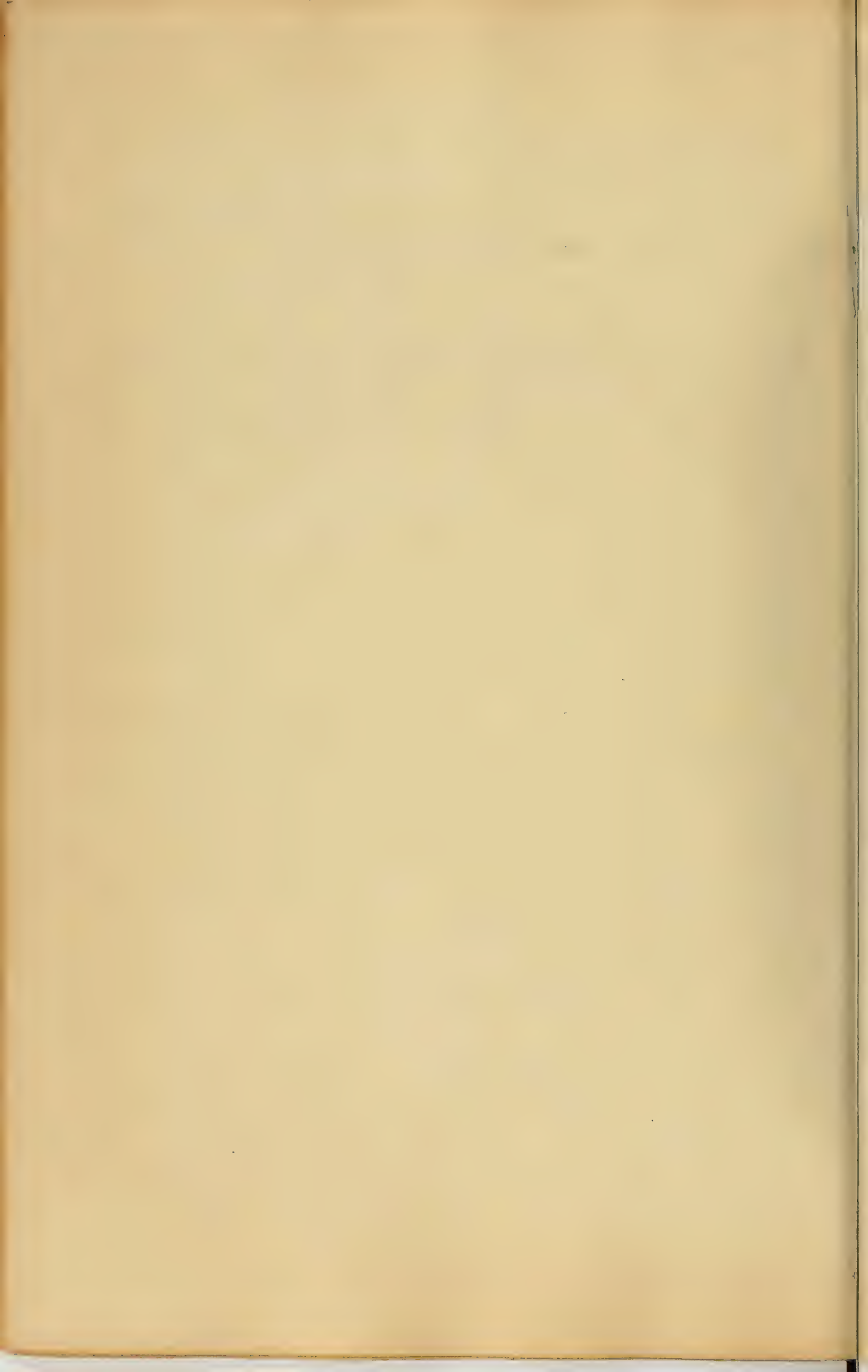
Deaf } Joseph Deafe of Suffield yeoman Plt. vs Jonathan Worthington of Springfield
yeoman and then named in the Writ? Deft. The Parties in this Case come into Court and
here agree to submit the Case to the final Determination and Award of William King
Gent Eliza Hilditch Gent and Benjamin Dancroft yeoman all of Suffield or any
two of them Arbitrators mutually elected by the Parties & to be made upon s^d Promises
& returned into this Court so soon as may be & the s^d Parties have a day before the Lord the King
here until s^d second Tuesday of November next - N. B. the Writ in this Case was sent to the
Deferas before there was Opp^d toward it & was never returned but lost, which Excuses this
particular Record

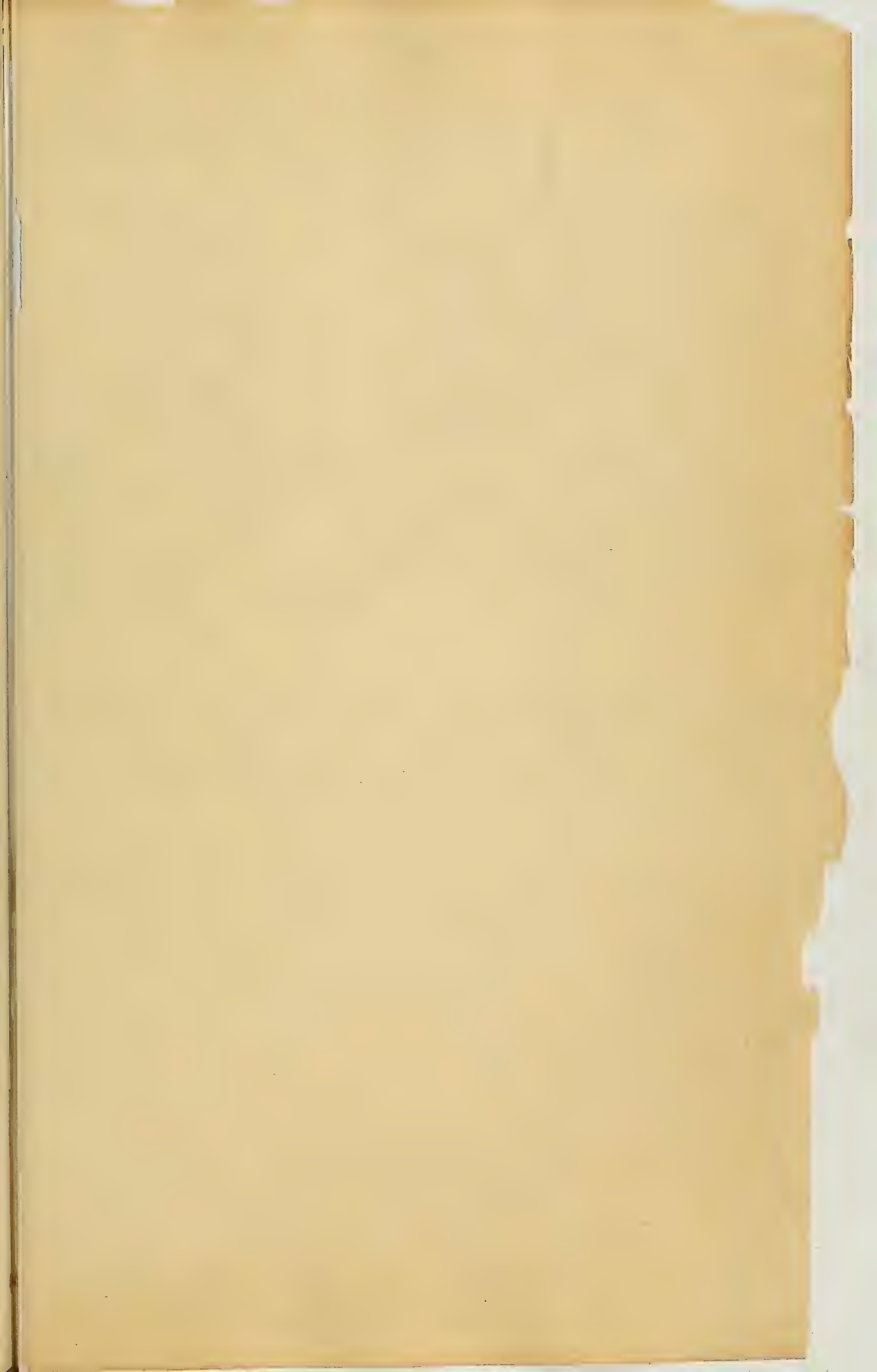
Deaf } Solomon Stoddard of Northampton in the County of Hampshire Gent who sues as
Sacket } well for our sovereign Lord the King as for himself Plt. vs Eliakim Sacket of Westfield
in the said County yeoman Deft in an Action wherein the said Solomon complains
that the s^d Eliakim without licence or permit first obtained hath sold certain spirituous
Liquors contrary to one Law of this Province whereby he hath forfeited to the s^d Lord
the King & the said Solomon who sues as afores^d certain sums & as is at large declared
in the Writ - The Parties come here. And the said Eliakim prays that he may have a
further Day before the Lord the King here until the second Tuesday of November next
and it is granted him. The Plt. agreeing thereto - N. B. this Writ was sent to Major
Rawley Att^r in this Case to aid him in drawing a similar one in a Case of the same Nature
& by some mity. sum it was lost therefore the Discretion is not reserved at large

Abraham Gibbs of Greenwich in the County of Hampshire yeoman, & Joseph
Higgins of Hardwich in the County of Worcester yeoman in a plea of the Case & as
it long set forth in the Writ - The Parties now come here and agree to submit the
Case to the final Determination and Award of Jedidiah Tupper of Brookfield by
Paul Mandell Gent. & Challis Safford Physician both of Hardwich or any two of them
Arbitrators mutually elected by the said Parties & to be made upon the Promises
returned into this Court so soon as may be, and a day is granted to the s^d Parties
here until the second Tuesday of November next - N. B. the Writ was taken before
Case was recorded & has ^{never} been ~~returned~~ returned by the Referee -

The foregoing Judgments being made & recorded
the said Court was adjourned without Day

Attest W^m Williams Clerk





Court of
S. p. s. s.
August
Term
1763.

At his Majesty's Court of General Sessions of the Peace begun
and held at Springfield within and for the County of Hamp-
shire on the Last Tuesday of August being the thirtieth day of
the 2^d month, anno Domini 1763 -

Present Justices	Grand Jurors	Jury for Trials
Israel Williams	Salah Barnard fore ^r	Samuel W. Johnson
John Worthington	Aaron Colton	John Ely
Elijah Williams	Samuel Palmer	Isaac Cooley
Josiah Dwight	Jonathan Strong Jun.	Samuel Williams
Joseph Hawley	Eliphaiz Chap	Joseph Hutchins
Tim Dwight Jun.	Elijah Norton	Stephen Dorreroy
Seth Field	Elisha Hubbard	Elijah Baker
Thomas Williams	Nehemiah Gaylord	Daniel Bagg
Josiah Chauncy	Daniel Kellogg	Bildad Fowler
Eleazer Porter	Nath ^l Wells	Jonathan Hubbard
Eldad Taylor	Stephen Fowler	Jon ^s Thompson
Daniel Burt	James Sherman	Elijah Smith
	Moses Hitchcoks	
	Jonathan Russell	
	Ebenezer Harvey	
	This Jury attended	
	4 days - - -	

in case D. Rea vs - Mr. Clintock
Fowler was off and do Collins
Tal^r on - Benj^l Mirick } Cooley
George Hymson } King
Levi Blip }
John Morgan } to wit
Mirick, on Collins
Pynchon on McIntire
Blip on Cooley
Morgan on King

Charles Colton of Springfield yeoman appt^d in Ebenezer Stebbins 2^d of yr. said
Springfield and one of the Constables of the 2^d Town & Appellee as at large
appears on Record of this Court at their Term in February last. It is now ordered
by the Justices here present that the Case be further continued to the next Term of
this Court for the Court then to hear and consider thereof

It is ordered by this Court that the Petition of John Lyman and others on
Record of this Court at the Term thereof begun and held on the Second Tuesday of Feb^y
last praying for an Order for laying out a certain Way to lie until the next Term
of the Court for the Court then further to consider and advise thereon -

The Petition of the Subscribers humbly sheweth that there is no County road
nor ferry over Connecticut River between Northfield and the Ferry called Wells;
ferry which are about twelve miles distant from each other The Want of
which makes a great deal of Unnecessary Travel for all his Majesty's liege
Subjects that have Occasion to travel from and below Montague on the East
Side of said River to Barnardston and the New Plantations on the West Side
of Connecticut River Therefore your Petitioners humbly pray that your
Honors would order the Laying out of a Road from the County Road leading
from Wells's Ferry to Northfield across Miller's plain at the Head of the great
Falls and from thence to the County Road leading from Deerfield to Northfield
and from said Road to the North Line of the Province And as in Duty bound
shall pray to Benjamin Hastings &c. Read and Ordered that this Petition
together with that of Captⁿ Joseph Root & others (if like tenor) at large on Record of the
last Term of this Court be referred to the next Term of this Court for the Court then to
consider of the same &c

Hugh Queen by Elisabeth Queen & Comp^{rs} vs the Overseers of the Poor of the District of South Hadley def^d as at large appears on Record of the Court at it next preceding Term & there by the Complainant being now three times publicly called none here doth not come. And the s^d Overseers being also publicly called to me into Court make default of Appearance here. & thereupon this Court dismiss the said Elisabeth Complaint

It is ordered by the Court that the Petition of Benjamin Southwick & others recorded at large with the Records of this Court at their Adjourned Term on 4th Tuesday of March last be now dismissed if Petitioners not appearing to pursue it

Oliver Partridge Esq^r Comp^r vs the Assessors for the Town of Richford for 1761 &c as is at large recorded with the Records of the last Term of this Court. The Complainant appeared and the said Assessors came into this Court and here freely declare that they will reimburse to s^d Oliver the rates mentioned in his Complaint - It is thereupon ordered by the Court that the s^d Oliver be reimbursed out of the Town Treasury of the said Town the said Rates the sum of nineteen shillings and two pence together with the Costs of his Prosecution and he may have his Order therefor receiving by Costs taxed at £0.13.7

James King of Westfield Com^r against the Assessors for the s^d Town for y^r year 1763 Def^d as is at large declared on the Records of the last Term - The s^d James now comes here. And the s^d Assessors also come here. And it being agreed by them that the sum of the money at Interest given by Mr. King on his List on which the Valuation was made according to which the Assessment was made whereby the Complainant is aggrieved was £200. That the same was valued and set in y^r List of Valuation £72. and that they raised or assessed 3.11 on the Pound in the Province Tax and in the Rate or Tax called the Town or County tax 3^d in y^r pound. Upon the Agreement of the s^d Parties the Case is continued to the next Term &c

The Grand Jury for our Sovereign Lord the King do on their oaths present that Zebulon Fuller yeoman David Scott yeoman Ebenezer Webber yeoman and E. Miller yeoman all of a place called the branches of Westfield River in y^e County of Hampshire at the Dwelling house of one Joseph Morse in the said Place on the 24th of April last past in the second year of the Reign of the Lord the King that now is with force and Arms that is to say with Swords Axes Clubs Staves and other Weapons did riotously and unlawfully meet and assemble themselves together to disturb the Peace of the said Lord the King and being weaponed and met together did then and there with force and Arms uncover pull down and destroy part of the Roof of said Dwelling House of s^d Joseph &c the said Joseph with divers other persons of his the said Joseph's family being then in said House in the peace of the said Lord the King threatening great Damage to the said Joseph to the great Terror and Damage of the said Joseph and the other Persons in said House Contrary to Law and against the peace of our said Lord the King his Crown and Dignity - Which Presentment was made to the Court of General Sessions of the peace held at Springfield on the last Tuesday of August anno Domⁱ 1762 and signed John Hawks foreman

And now the above named David Scott one of s^d Def^d comes into this Court in the Custody of Prichard Pratt Gent. a Deputy Sheriff and being put to plead to the premises he says he will not contend with the King & submits &c - This Court having considered of the Offense of y^e s^d David do order that he pay a fine of £5. to his Majesty for support of Government & Costs taxed at two pounds 13. and find him to be guilty of s^d Offense for his good behaviour towards all his Maj^y subjects particularly y^e s^d Joseph &c

157- for the Term of three months from this time standing committed to —
The s^d David is principal in the sum of Ten pounds William Barnathan yeoman
and Matthew Blair yeoman both of Blanford in the s^d County as Sureties
in the sum of five pounds each recognize to our sovereign Lord the King her
in this Court for the said David keeping the Peace and being of the Good Behaviour
towards all his Majesty's liege Subjects and particularly towards the s^d Joseph
Morse for the Term of three months from this time —

The Grand Jurors of our sovereign Lord the King for the body of the County of Ham-
shire do on their oaths present that Thomas Smith of Hadley in the s^d County
yeoman did at said Hadley on the third of January last past willingly and
willingly hunt and kill one grown wild Deer and then and there had in his
possession the raw flesh and raw skin of a grown wild Deer killed since y^e
twenty first day of December last past Contrary to a Law of this province
such Cases made and provided the peace of our said Lord the King his Crown
Dignity. Which presentment was made at the last Term of this Court and
signed John Hawks foreman — And the said Thomas Smith (being held
by recognizance for this purpose) now comes before the Court and being re-
quired and Answer to this presentment he says that he is guilty — It is there-
fore considered by the Court that the s^d Thomas for y^e Offence afores^d do pay a fine
of ten pounds lawful money the one moiety thereof to be to his Majesty for the
support of this Government and the other Moiety to be to John Savage of
Pelham Gent. (who was the original Informer) and also pay Costs of prosecution
taxed at £3.2.6. standing committed to — Thereupon the s^d Thomas comes and
says that he is not able to pay the said fine — It is therefore further considered
that the said Thomas be disposed of in service to any of his Maj^y's liege
Subjects for the space of two months commencing from the time of his dis-
charge from y^e commitment for both aforesaid — So ordered accordingly.

The Grand Jurors for the Lord the King for the body of the County of Hampshire
do on their Oaths present John Mun of Northfield in the County of Ham-
shire afores^d yeoman for his absenting Himself from the public Worship of
God there for the whole of the months of February and March last Whereon the s^d
Jurors on their oaths say that the said John being able of body and not otherwise
necessarily prevented at s^d Northfield on the last Lord's Day in the month of
February last and on all the Lord's Days in the said month of February for a
space of one whole month and without any reasonable excuse did absent Him-
self from the public Worship of God there which was upheld there thro' all the
Term. Also said Jurors further say that the same John at the same North-
field on the last Sabbath in the month of March last and on all y^e Sabbaths in
the same being a person able of body and not otherwise necessarily prevented
without any reasonable excuse did absent Himself from the public Worship
of God which was thro' all this last mentioned Term upheld in the said Northfield
which Absence of the said John is Contrary to a Law of this province in such Case
made and provided the peace of the said Lord the King his Crown Dignity.
Which presentment was made at the last Term of the Court and signed John Hawks
foreman — And now at this Term comes before the Court the s^d John Mun, being
held by Recognizance for this purpose, and being put to plead to the premises he
thereupon fully confesses that he is guilty thereof — It is therefore considered by
the Court that the said John for each of the said Offences do pay a fine of ten
shill —

Shilling, lawful money to be to the use of the poor of the S. Town of Northfield and Costs of Prosecution taxed at sixteen Shillings & a penny standing Committed to be paid

John Worthington Esq Attorney to the Lord the King in this behalf here in Court instantly complains and gives this Court to understand and be informed that John Stricklin of Granville in the S. County yeoman at said Granville on the 12th day of January last past did voluntarily and willingly hunt and kill one wild Deer and then and there had in his possession the raw flesh and raw Skin of one wild deer killed since the 21st day of December last contrary to one Law of this Province in that case made and provided the peace of the said Lord the King his Crown & Dignity in said John Stricklin the deft. being then present in Court in his proper person being held by recognizance taken out of this Court) was now called and set to the bar and being put to plead and answer to the premises immediately thereupon the deft. in order to acquit himself of the charge aforesaid pleads that he is not guilty of it same and puts himself on the Country for a trial - Thereupon a Jury being sworn according to Law to try the Issue between our S. Lord the King and the deft. after a full hearing returned their Verdict therein that is they on their oaths say the deft. is guilty - It is therefore Considered by the Court that the said John Stricklin do pay a fine of £10. lawful money to be to his Majesty for the Support of this Government and Cost of Prosecution taxed at seven pounds 16/1 standing Committed to thereupon the deft. comes and declares that he cannot pay the fine aforesaid, it is therefore further considered that he be disposed of in service to any of his Majesty's liege people for a space of two months from the time of his discharge from his Committed for Cost - sold for 30th whole paid

The Grand Jurors of our Lord the King for the body of the County of Hampshire do on their Oaths present Stephen Spelman of Granville in the County of Hampshire a yeoman for that said Stephen at said Granville on the eighth day of February last did willingly and willingly kill one wild deer and then and there had in his possession the raw flesh and raw Skin of a Wild Deer killed since the 21st day of December last contrary to a Law of this Province in that case made and provided the peace of the said Lord the King his Crown and Dignity - Which Prejudgment was made at the last Term of the Court and signed John Hawks foreman - And now at this Term comes before the Court the said Stephen being held by recognizance for this purpose and being put to plead and answer to the premises he pleads that he is not guilty and thereof he puts himself on the Country - A Jury being sworn according to Law to try the Issue between our Sovereign Lord the King and the Deft. after a full hearing by counsel learned in the Law returned their Verdict therein that is they on their Oaths say the Deft. is not Guilty. Ordered that he may go without day -

The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their Oaths present Ebenezer Stoddard of South Hadley in the S. County yeoman for that the said Ebenezer at said South Hadley on the fifth day of January last past with force and Arms made an Assault on the body of Thomas Williston of Springfield aforesaid yeoman then and was since a deputy Sheriff under Oliver Partridge Esq Sheriff of the said County the said Thomas then and there being in the peace of God & of the said Lord the King & in the due execution of his said Office and the said Ebenezer then and there with force and Arms did hurt beat and wound the said Thomas and did then and there resist oppose and hinder the said Thomas of the due execution of his S. Office all which is Contrary to Law the peace of the S. Lord the King his Crown and Dignity - Which Prejudgment was made at the last Term of the said Court and signed John Hawks foreman - And

J. Rex
Hodda } An. the said Ebenezer Hoddard now comes before the Court being held by recognizance for this purpose and being put to plead to the premises immediately thereupon he says that he will not contend with the King and he submits himself to the King's Grace. The Court having considered of the Offence do order that the s^d. Ebenezer pay a fine of twenty Shillings for his Majesty's use & Cost of prosecution taxed at one pound 12^d and that he find sureties in the Sum of £20. for his appearance at the next Term of this Court and for his being of the Good behaviour towards all his Majesty's liege Subjects especially the said Thomas in the mean time standing Committed to — fine and Contpaid —

J. Rex
ne chm } The s^d. Ebenezer Hoddard principal in the Sum of ten pounds and Justin Ely of Springfield Gent. Surety in the Sum of ten pounds recognize here in Court to the said Lord the King & on this Condition only that the s^d. Ebenezer make his personal Appearance before the Justices of this Court at the next Term thereof and be of the Good behaviour towards all his Majesty's liege Subjects especially towards the s^d. Thomas Williston in the mean time — & in such case the bond to be void.

J. Rex
Tabitha
Day } The Grand Jurors of our Lord the King for the body of the County of Hampshire do on their Oaths present Tabitha Day of Springfield in the s^d. County Single Woman and Spinster for that she at Springfield afores^d. on the 15th day of July last did wittingly and willingly commit the Crime of Fornication and then and there had a Child begotten on her body of Fornication by some male person to the Jurors unknown she being then (and still) feme sole and unmarried & contrary to a Law of this province in such Cases made and provided the peace of the said Lord the King his Crown and Dignity. Which presentment was made at y^e. last Term of this Court and signed John Hawk, foreman. And now the s^d. Tabitha comes before the Court being held by Recognizance for this purpose and being put to plead & say: Premises she pleads that she is guilty thereof. It is therefore considered by the Court that she do pay a fine of fourteen Shillings lawful money to be to his Majesty's use & Cost of prosecution taxed at thirty one Shillings & ten pence standing Committed to —

J. Rex
Richard
son } The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their Oaths present Experience Richard son of Montague in the same County Single Woman and Spinster for the Crime of Fornication for that the s^d. Experience at said Montague on the first Day of July in the second Year of the Reign of the s^d. Lord y^e. King voluntarily & wickedly had carnal Knowledge of the body of some male Person to the Jurors unknown & then and there had a Child begotten on her body by Fornication she then being a feme sole and unmarried and so the s^d. Jurors say that she the said Experience then at that time committed the Crime of Fornication contrary to a Law of this province in such Cases provided the peace of the said Lord y^e. King his Crown & Dignity. Which presentment was made at the last Term of this Court & signed John Hawk, foreman. And now the said Experience comes before the Court in the Custody of Seth Catlin Gent. a Deputy Sheriff and being put to plead & answer to the Premises she says that she is guilty thereof. The Court having considered of the Offence do order that she pay a fine of twenty five Shillings to be to his Majesty's use & Cost of Prosecution taxed at fifty five Shillings & 2^d. Standing Committed to —

J. Rex
Collins } The Grand Jurors for our sovereign Lord the King for the body of the County of Hampshire do on their Oaths present Nathan Collins Jun^r of Brimfield in the same County, yeoman for that said Nathan at said Brimfield on the second day of May current with force and Arms made an Assault upon the body of

of one Lydia Collins of said Brimfield Spinster wife of Nathan Collins & Dea of Brimfield and mother of Nathan first named she the said Lydia being therein the peace of God and of the said Lord the King and that said Nathan the Younger did then and there with force and arms beat her the said Lydia and uttered many Menaces and Threatnings of bodily hurt against her the said Lydia in an angry and outrageous manner and also did then and there profanely curse by saying these words to her the s^d Lydia "damn the pail" and then and there did utter this profane oath following to wit "by God I will dash the pail to pieces" speaking of a pail which the s^d Lydia then had full of milk & other enormities did contrary to Law and against the peace &c. Which presentment was made at the last Term of this Court signed John Hawks foreman.

Thus s^d Nathan the Deft. now comes before the Court in the custody of Thomas Williston a Deputy Sheriff and being set to the bar and put to plead to s^d premises he says that he is not guilty - A Jury being sworn according to Law to try this Issue And the evidence on the part of the King having been produced to y^e Jury. The s^d Nathan now prays that this honorable Court would be pleased to allow him to retract his plea afores^d and to ~~renew~~ plead anew, & it is allowed him - Thereupon y^e said Nathan pleads that he is guilty according to the presentment - It is therefore considered by the Court that the said Nathan the Deft. shall for the default afores^d pay a fine of fifteen shillings lawful money to be to his Majesty &c. And that for his uttering one profane Oath he pay a fine of five shillings for issue of y^e poor of the s^d Brimfield and Cost of prosecution taxed at nine pounds 10/10 and also that he find Sureties in the sum of £10. for the good behaviour towards all his Majesty's liege Subjects and particularly the s^d Lydia for three months from this time - Standing Committed &c. The s^d Nathan as Principal in the sum of £10. Timothy Danielson Gent^l and James Lawrence Physician both of Brimfield aforesaid & neighbors in the sum of £5. each here in Court recognize to our s^d Lord the King &c. upon the Condition that y^e s^d Nathan keep the Peace and be of y^e good behaviour towards all his Majesty's liege Subjects and particularly towards the s^d Lydia Collins for the space of three months from this Term, in such Case y^e s^d Recognizance to be Void.

The Grand Jurors of the said Lord the King for the body of the County of Hampshire &c. do on their Oaths present that Thomas W. Clintock of Almon in y^e s^d County yeoman did at said Almon on the 21st day of January last with force and arms hunt and kill one wild Deer and then and there had in his possession the raw flesh and raw Skin of a Wild Deer killed since the 21st day of December last Contrary to one Law of this province in such Cases provided the peace of our s^d Lord the King &c.

Which presentment was made at the last Term of this Court and signed John Hawks foreman - And now comes before the Court the said Thomas the Deft. in the custody of Thomas Williston a Deputy Sheriff and being put to plead and answer to the Premises he pleads that he is in nothing guilty thereof - A Jury being sworn according to Law to try the Issue between our s^d Lord the King and the Deft. after a full hearing Return their Verdict therein that is they on their oaths say the said Thomas the Deft. is guilty - It is therefore considered by the Court that the Deft. shall pay a fine of £10. lawful money to be to his Majesty &c. and Cost taxed at four pounds Eleven shillings and four pence standing Committed &c. - Immediately thereupon the said Thomas pleads that he is not able to pay the said fine - It is therefore further considered that he shall be disposed of in service to make satisfaction for his said Offense to any of his Majesty's Subjects for the space of two months to begin at the time of his discharge from y^e afores^d Commitment for Court -

159-
S^r Rex
Cooley } The Grand Jurors of our Sovereign Lord the King for the body of the County of Hamp-
shire do on their Oaths present William Cooley of Granville in the same County yeoman for that said William at said Granville on the 21st day of February
last past did Wittingly and willingly hunt and kill one wild Deer and then and there had in his possession the raw flesh and raw skin of a Deer killed since the
21st day of December last Contrary to a Law of this Province in that Case
made and provided the Peace of the said Lord the King &c. Which presentment
was made at the last Term of the said Court and signed John Hawks foreman

And now the said William comes before the Court and being put to plead &
answer to the Premises he pleads that he is guilty. It is therefore Considered
by the Court that the deft. pay a fine of £10. lawful money to be to his Majesty
for the support of the Government & and Cost of prosecution taxed at two
pounds four shillings & ten pence standing Committed to Which said fine
the deft. here in Court declares he is not able to pay. It is therefore further Con-
sidered that he shall be sold to any of his Majesty's Subjects to make satisfaction
for his Offence by service for the space of two months to begin when he shall
be discharged from the afores^d Commitment for Cost - sold for 20^s. Cost paid -

S^r Rex
Cooley } The Grand Jurors of our Lord the King for the body of the County of Hampshire do on
their Oaths present Clark Cooley of Granville in the same County yeoman for that
he the said Clark at Granville afores^d on the 21st of February last past did wittingly
and willingly hunt and kill one grown wild Deer and then and there had in his
possession the raw skin and raw flesh of a ^{with} Deer killed since the 21st day of December
last Contrary to a Law of this Province in such Cases provided the peace of the
said Lord the King &c. Which presentment was made at the last Term of this Court
and signed John Hawks foreman - And now the said Clark comes before
the Court (being held by recognizance for this purpose) and being put to plead to
the premises immediately thereupon the said Clark in order to acquit himself of
the foregoing Charge says that he is not guilty - And puts himself on the Country
for a trial - A Jury being sworn according to Law to try the issue between the
said Lord the King and the Deft. After a full hearing return their Verdict therein
that is they on their oaths say the Deft. is guilty - It is therefore Considered by the
Court that the said Clark Cooley shall pay a fine of £10. lawful money to be
to his Majesty & Cost of this Prosecution taxed at three pounds 12^s 11^d standing
Committed to Which said fine the said Clark here in ^{Court} declares he cannot pay - It is
therefore further Considered that he be disposed of in service to any of his Majesty's
Subjects for the space of two months to Commence at the time of his discharge from the
afores^d Commitment for Cost -

S^r Rex
Hancock } The Grand Jurors for the said Lord the King for the body of the County of Hamp-
shire do on their Oaths present Experience Hancock of Springfield afores^d Single
woman and Spinster for that she on the first day of August in the first year of
the King's reign at Springfield afores^d wickedly & voluntarily had carnal know-
ledge of the body of some male person to the Jurors unknown and then and there
committed the Crime of Fornication with such male person and then and there had a
Child begotten on her body by fornication she then and there being a feme sole
and unmarried And so they on their Oaths say that the said Experience on the
first of August at Springfield committed the Crime of Fornication Contrary
to the Law of this Province in that Case made and provided the Peace of the said Lord the
King his Crown and Dignity - Which

Which Indictment was made at the last Term of this Court and Signed John Hawks
Clerk - And now the ^d Experience comes before the Court in the Custody of ^{Mr} Tho^s J. New
Williston a Deputy Sheriff and being put to plead to this indictment she says, that the ^{same} Hancock
is guilty - It is therefore considered by the Court that the said Experience do pay a
fine of twenty five Shill^{ings} for her offence in this matter to be to his Majesty & Court of
this Prosecution taxed at thirty nine Shill^{ings} & 10. Standing Committed & paid

The Grand Jurors of our Lord the King for the body of the County of Hampshire } Do on their Oaths present that David King of Palmer in the same County }
man did at said Palmer on the 21st day of January last past with some hounds }
hunt and kill one wild Deer and then and there had in his possession the raw }
flesh and raw skin of a Wild Deer killed since the 21st day of December last past }
Contrary to one Law of this province in such Cases provided the Peace of the s^d }
Lord the King. Which Reportment was made at the last Term of this Court and }
signed John Hawks foreman - And now the said ^{David} comes before the Court in the }
Custody of Thomas Williston a Deputy Sheriff and being put to plead & answer }
to the Return he pleads that he is on Nothing Guilty thereof and puts himself }
on the Country for a Trial - Thereupon a Jury being sworn according to Law to }
try the Issue between our said Lord the King and the Deft. After a full hearing }
Return their Verdict therein that is they on their Oaths say the Deft is not Guilty. }
It is ordered that the deft may go without Day.

The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their ^{14th} Present that the Common High Way of the said Lord the King leading from Swift Oliver Bridge so called in the District of Ware in said County to the East Ware Line of the said District of Ware being the Space of Six miles and the whole breadth thereof being the space of Six rods on the first Day of August last past was ever since has been and now is out of Repair and foundrous miry and Rocky for Want of a due reparation and Amendment thereof so that the liege Subjects of the said Lord the King cannot pass on the same Way without great Danger and Difficulty And said Jurors on their Oaths further say that the Inhabitants of the said District of Ware by a Law of this Province in such Cases provided ought and are bound to repair the said High Way so often as the same stands in need of Repair but neglect and refuse to repair the same Contrary to a Law of this Province in such Cases made and provided the Penalty of ¹⁰ s. Lord the King and to the Common Nuisance of all his Majesty's liege Subjects passing thro' y^e s^d Way Which Defectment was made at the last Term of this Court and Signed John Hawks foreman

And now the said Inhabitants upon Summons of them by a Deputy Sheriff for this purpose by Jacob Carnonings Gent. their Agent come before Court and being put to plead and answer to the premises They have freely declared that they will not Contend with the King but submit themselves to his Grace -

It is therefore Considered by the Court that the s^d. Inhabitants of Ware
 s^d. for their Offence s^d. do pay a fine of Twenty Shill^{ings} to be to his Majesty &
 and Cost of prosecution taxed at two pounds eleven Shillings & pence awarded
 accordingly - It is also further Considered that a Districter go against the said
 Inhabitants until the same Highway be effectually repaired - { Ex^{tra} fine
 Cont^{ing} 4th Oct^r 1763.

John Worthington Esq. att^r to our Lord the King in this behalf having filed his In-
formation ag^t Stephen Wood yeoman at the last Term of this Court for his killing one Will^m { Dr. Dean
Dun Contrary to Law & the s.^d Stephen being now brot before this Court to answer therefor { Wood
the s.^d John Worthington Esq. comes into this Court and declares that he will no further
prosecute the s.^d Stephen upon the s.^d Information - It is ordered that he may go -

S. Alex
Wood

John Worthington Esq Attorney to the Lord the King in this behalf here instantly informs and gives this Court to Understand and be informed That Stephen Wood of Monson in the County of Hampshire yeoman on the last day of January last at said Monson did wittingly and willingly hunt and kill one grown Wild Deer and then and there had in his possession the raw flesh and raw skin of grown wild Deer killed since the 21st day of December last. And also that the s^d. Stephen at s^d. Monson on the last day of March last wittingly and willingly killed one young Deer a fawn and then and there had in his possession the raw skin and raw flesh of a same fawn so killed as aforesaid All which is contrary to Law of the Province in that Case made and provided the peace of the said Lord the King &c And now the said Stephen comes before the Court (being held by Recognizance for this purpose) & being put to plead and answer to the Premises he humbly declares that he will not contend with the King. It is therefore Considered by the Court that the s^d. Davis do pay a fine of ten pounds lawful money for each offence afores^d. (being in the whole £20) To be the one moiety of each of y^e s^d. fines to his Majesty &c and the other Moiety thereof to Samuel Warner of Wilbraham & Original Informer & also pay Costs of Prosecution taxed at fifty two shill: & ten pence standing Committed to Which s^d. fines the s^d. Stephen now declaring he cannot pay: It is further Considered that he be disposed of to any of his Majesty's Subjects for the space of four months commencing from the time of his discharge from the afores^d. Commitment for last that he may make satisfaction for the said Offences by Service — sold for 2s.

S. Alex
Pratt

The Grand Jurors of our Lord the King for the body of the County of Hampshire do on their Oaths present Jared Pratt of Cranville in the s^d. County yeoman for that for that said Jared at said Cranville on the fifteenth day of February last past did unlawfully hunt and kill one grown wild Deer and then and there had in his possession the raw flesh and raw skin of a wild deer killed since the 21st day of December last past. Contrary to a Law of this Province in such Cases made and provided the peace of the said Lord the King his Crown and Dignity. Which Presentment was made now at this Term and signed Salch Barnard foreman. The said Jared the Deft. (not of Constraint but Voluntarily) now comes before the Court & being put to plead and answer to the Premises he fully says that he will not contend with the King. It is therefore Considered by the Court that y^e said Jared do pay a fine of ten pounds lawful money to be one moiety thereof to his Majesty &c and the other moiety to Thomas Goff of Cranville the original Informer and Cost of prosecution taxed £13/1 standing Committed to Which s^d. fine y^e s^d. Jared not being able to pay it is therefore further ordered that he be disposed of in service to any of his Majesty's Subjects for the space of two months commencing from the time of his discharge from the afores^d. Commitment for Cost — sold for 2s.

S. Alex
Lamb

Samuel Lamb of Westfield yeoman who stood bound by Recognizance taken before Josiah Dwight Esq to make his personal appearance before this Court particularly to answer to the Reprimand of the Grand Jury lying on the files of this Term for unexcusably absenting himself from the public Worship of God as particularly set forth therein being now three times publicly called makes default of appearance & by same Recognizance it is declared is forfeited. Afterward the s^d. Samuel comes before the Court & prays that he may have leave to go from this hon^{ble} Court wherefore he did not appear upon the call given or afores^d. which is granted him. Thereupon John Worthington Esq Att^r for the Lord of King comes and declares that he will no further prosecute y^e s^d. Samuel any Reprimand above mentioned. & he is dismissed.

Joseph Hawley by attorney for our Lord the King in this behalf here in this Court instantly inform this Court that Jonathan Kilbourn of Monson in said County yeoman did at s^d. Monson unlawfully kill two wild Deers & all which is more particularly set forth in the information or file. And afterwards the said Joseph comes here and says that he will no further prosecute the said Jonathan in this Matter and it is ordered that he may go without Day. D^r Rex
17
Kilbourn

John Worthington by Attorney for our Lord the King comes here and says that he will no further prosecute the Presentment found at the last Term of this Court against Aaron Taylor of Brimadston in the County of Hampshire for unnecessary travelling on the Lord's Day & it is ordered he may go without Day. D^r Rex
17
Taylor

And the same John Worthington by attorney as afores^d. also declares that he will not prosecute Mary Cowley Wife of William of Springfield any further on the Presentment found at the last Term of this Court against her for abetting herself from the Public Worship & it is ordered that she may go without Day. D^r Rex
17
Cowley

It being now fully certified to this Court that the Town of Pelham have settled a Minister agreeable to an Order of this Court at former Session thereof it is ordered that they be not further held to answer respecting that matter. It is also ordered that the next be issued for the Court hereafter as against the said Town. D^r Den
17
Pelham

John Nash Jun^r. yeoman & David Nash yeoman Both of Amherst in s^d. County of Hampshire & Joel Ely of Springfield yeoman come into Court here in this Court recognize to the Lord the King in the Sum following viz the s^d. John Principal in the Sum of fifty Pounds & the said David & Joel sureties in the Sum of £25 each on this Condition viz that the said John make his personal appearance before y^e. Justices of this Court at the Next Term of the Same to answer to such matters as may be objected against him on his Majesty's behalf & that he keep the peace and be of the good behaviour towards all his Majesty's liege Subjects and especially towards Mary Nash his wife in the mean time, & do not depart &c. D^r Den
17
Nash's
Recogniz^{ce}

John Danielson yeoman James Lawrence Physician and Timothy Danielson Gent. all of Brimfield in the County of Hampshire come here & here freely acknowledge themselves indebted to the Lord the King in these Sums viz the s^d. John Principal in the Sum of £50 - the s^d. James and Timothy sureties in £25 each on this Condition that y^e. said John do make his personal appearance before the Justices of this Court at the next Term thereof to answer to such matters as may be objected against him on his Majesty's behalf & particularly to the Presentment of the Grand Jury found at the last Term of the Court for an Assault upon John Ingersoll that he do not depart without leave and be of good behaviour in the mean time. D^r Den
17
Danielson's
Recogniz^{ce}

William Boltwood Gent. Solomon Boltwood & Alexander Smith yeomen all of Amherst in the County of Hampshire here in this Court acknowledge themselves indebted to the Lord the King in Sums following viz the said William Principal in the Sum of £20. the said Solomon and Alexander sureties in £10 each on this Condition viz that the said William do make his personal appearance before the Justices of this Court at the next Term thereof to answer to the Presentment of the Grand Jury found against him at the last Term of this Court for killing a Wild Deer Contrary to Law & that he depart not &c. D^r Den
17
Boltwood's
Recogniz^{ce}

Ephraim Pelton of Granville yeoman and Samuel Church of y^e. same place yeoman come into this Court and here before this Court acknowledge themselves indebted to the Lord the King in the Sums following viz the s^d. Ephraim Principal in Sum of £20. and the s^d. Samuel as surety in the Sum of £20. on this Condition viz that the s^d. Ephraim do make his D^r Den
17
Pelton's
Recogniz^{ce}

111
Pelton's
wage } to make his personal appearance before the Justices of this Court at the next Term of
the same to answer to the Indictment of the Grand Jury found at the last Term
of this Court for killing a Wild Deer & that he do not depart &

Barnes
H. H. } Samuel Barnes of Granville Sum. comes into Court and here recognizes to the
Lord the King in the Sum of £5. upon this Condition that he make his personal
appearance before the Justices of this Court at the next Term of this Court to give
Evidence for the thing touching the Indictment afores. agt. Pelton &

Simen
Rent's
wage } Simen Rent of Springfield who stood bound by Recognizance taken before John Wor-
thington Esq. to make his personal appearance here for the purposes therein mentioned
was now discharged by Proclamation by Order of Court -

Eunice
Carew's
Confession } Eunice Carew of Springfield Singlewoman comes before this Court and here freely
Confesses that she Committed the Crime of Fornication at Springfield in the month
of August anno Dom 1762 Contrary to the Law of this Province & The Court having
Considered of the Offence do order that the said Eunice do pay a fine of fourteen Shill.
lawful money to be to the use of his Majesty & Court - paid

Luce
Taylor's
Confession } Luce Taylor of Springfield Singlewoman comes before this Court and here freely
Confesses that she Committed the Crime of Fornication at Springfield in November
last Contrary to a Law of this Province & The Court having Considered of the Offence
do order that the said Luce pay a fine of fourteen Shill. lawful to be to his Majesty
& and Court of Court - paid

Wells's
 ferry-
William
Brooks } Licence is granted by this Court to William Brooks of Montague to keep a ferry at
the Place called Wells's ferry between Deerfield and Montague for one year next
ensuing. And it is ordered that the fare for man and Horse shall be the same that it
was stated at the last year & the s^d Brooks recognizes to the King in the Sum of £10.
for the faithful performance of his Trust afores. -

Order
respecting
Jane
Hill's
child } Upon the motion of William Scott Sum. of Palmer Gent. Attorney to Robert Burns late
of the said Palmer Gent. by John Worthington by his Attorney now made that this
Court by their Order would supersede a former order of the s^d Court made at Session
thereof now past whereby the said Robert stands obliged to contribute one Shilling and
six pence q^{rs} Weeks towards the Support of a bastard Child begotten on the body of Jane
Hill of which the said Robert hath been adjudged the Reputed Father. It is ordered
that the said Jane Hill be notified that she may come here and shew Cause if any
she have wherefore the afores. Order should not be superseded and the said Robert be
discharged therefrom - And afterwards now at this same Term comes here the s^d
Jane Hill and the s^d Robert and Jane having been fully heard touching y^e premises
It appears to the Court that the said Robert ought not to be held to contribute as
afores. towards the Maintenance of the said Child longer than until it shall arrive
at y^e Age of Seven years. It is therefore Ordered that the said Robert shall not be
held to contribute to the maintenance of the said Child as afores. only until it
shall arrive to the Age afores. The s^d former order notwithstanding -

Blodget
the
Brimfield } Joseph Blodget of South Brimfield in the County of Hampshire yeoman humbly
shews that on or before the 19th day of April last the Inhabitants of s^d South Brimfield
voted the Sum of fifty three pounds lawful money to be raised and assessed on the
Estates and poles of s^d District and that afterwards the Assessors of s^d District made
an Assessment of s^d Sum on part of the poles and Estates in s^d District and that in
making y^e Assessment they omitted to Assess five rateable poles that by Law should
have

have been assessed in said Assessment Also that the said Assessors in making said Assessment have omitted to assess sundry tracts of Land in s^d District that by Law ought to have been assessed in said Assessment viz About twenty Acres of Joseph Davis of Brimfield Gent. about twenty Acres of Joseph Browning Es^r Brimfield forty Acres of George Shaw of s^d Brimfield about Ten Acres of William Webber of s^d Brimfield fourteen Acres of Land of Widow Isabel Wilson of s^d Brimfield eight Acres of Land of Stephen Collins of s^d Brimfield Ten Acres of Thomas Riddle's Land and about forty Acres of Mr. Thomas Bromfield of Boston That the said Joseph is assessed in the Assessment afores^d the Sum of the Pound 15/- viz 13/- for two poles 16/- for his real Estate & 5/- for his personal Estate in al by reason of the Omissions of assessing the poles and Estates as afores^d the said Joseph is in said Assessment rated and assessed as afores^d more than is proportion with others according to the Rules by Law given to s^d Assessors to make s^d Rate by the Sum of 8/- and that he is hereby greatly grieved & Injured that since the making the said Assessment he hath applied to s^d Assessors to ease him in the premises and to abate him in the Sums in which he is over rated assessed and that s^d Assessors wholly refused to ease and relieve the complainant thereon He therefore humbly prays your Honors Consideration of his Case aforesaid and that the proper proceedings may be had that so he may be relieved in the premises and as in Duty bound will pray - Joseph Blodget - Read and ordered that the Assessors of South Brimfield afores^d be notified to appear at the next Term of this Court to answer to the Complaint of this Joseph above recited and also to bring into the s^d Court at that time the Lists by which the Assessment afores^d was made and the Sum Total apportioned on each person -

Trustum Davis of South Brimfield in the County of Hampshire yeoman humbly sheweth that before on the 19th day of April last the Inhabitants of s^d S^d Brimfield voted a Sum of fifty three Pounds lawful money to be raised & assessed on the Estates & Poles in said District & that afterwards the Assessors of the said District made an Assessment of the said Sum on part of the Poles & Estates in s^d District & that in making s^d Assessment they omitted to assess five rateable poles that by Law should have been rated & assessed in said Assessment Also that the said Assessors in making said Assessment have omitted to assess sundry tracts of Land in s^d District that by Law ought to have been assessed in s^d Assessment viz Twenty Acres of Land of Joseph Davis of Brimfield Gent. Twenty one Acres of Land of Joseph Browning of s^d Brimfield forty Acres of Land of George Shaw of s^d Brimfield twelve Acres of Land of William Webber of s^d Brimfield fourteen Acres of Land of W^m Isabel Wilson and eight Acres of Land of Stephen Collins of s^d Brimfield Ten Acres of Land of Thomas Riddle and forty Acres of Land of Thomas Bromfield of Boston That the said Trustum is assessed in the Assessment afores^d the Sum of one pound 8/- viz 6/- for his pole & 16/- for his real estate & 5/- for his personal Estate that by reason of the Omissions of assessing the poles & Estates afores^d the said Trustum is in s^d Assessment rated & assessed more than his proportion with others according to the Rules given by Law to s^d Assessors to make s^d Rate by viz the Sum of eight shillings and that he is hereby greatly grieved & Injured that since the making of the s^d Assessment he hath applied to s^d Assessors to ease him in the premises and to abate him of the Sum in which he is over rated as aforesaid that said Assessors wholly refused to ease and relieve the complainant therein. He therefore humbly prays your Honors Consideration of his Case afores^d and that the proper proceedings may be had that so he may be relieved in the premises and as in Duty bound will ever pray, Trustum Davis Read

102 Read and Ordered that the Appraisers of South Brimfield Apprais'd be notified to appear at the next Term of this Court in answer to fore noted Complaint of the said Trustees & also that they be further notified at that time to bring into the Court the Lists by which the Appraisment aforesd. was made and the sum total apportioned on each person -

Israel Williams & others Petition The Petition of us the Subscribers some of the Proprietors of the South Field so called in Hatfield in the County of Hampshire humbly sheweth That on the 24th of February last at a legal meeting of said Proprietors five of the Proprietors of said Field then made Application to s^d Proprietors under their Hands requesting them that they would divide said Field in manner following viz by separating the Home-meadow and Great Porfit so called, part of said General Field from the rest thereof or by dividing Little Porfit so called included in part of s^d Field from the rest thereof either by the Rivulet or by the Highway running from the Hill to the River or in some other Way or Ways dividing and severing said General Field into lesser parts as by said Proprietors should be judged best Now We beg leave to inform your Honors that tho' the said Proprietors voted to make a Division of said General Field yet after long Trial and Debate they with-held their Assent and refused finally to make any Division thereof (as p^y Copy of their Votes herewith will appear) We the Subscribers still apprehending that it would be of great Utility to have the said Field Divided in manner aforesd. or in some other Way formed and divided into lesser Proprieties pray your Honors bring us into the Expediency of making such Partition and Cause the same to be done and made if you Judge best in manner as by Law in that Case is provided - Hatfield August 24th 1763 - Israel Williams, Moses Graves Samuel Partridge Salmon Dickinson - Read and ordered that the said Proprietors of the said General Field be notified of the Prayer of & above-named Israel Williams and others in manner as the Law in this behalf provided directs - Notification was made accordingly -

Brimfield Pursuant to a Warrant under the Hands of the Select-men of the Town of Brimfield bearing Date the fourth day of April last now brought here and by this Court rec^d. the Widow Mary Davis was warned out of the s^d Town by Moses Young Constable on the 2nd day of May last Eleazer Kellogg & his Daughter Hannah Amworth were warned according to the same Warrant by Thomas Sherman Constable & on the 13th of July last Abiel Garner Mercy Wheeler and her Child were also warned according to the same Warrant by the same Moses Young. As p^y the Return on file appears -

Hadley Pursuant to a Warrant under the Hands of the Select-men of the Town of Hadley bearing date the 25th day of August current now brought here & by this Court rec^d. Benjamin Fletcher and Mary his Wife Margery & Chloe Children of y^e above said Fletcher and Betty a negro Wench belonging to the said Fletcher likewise August Batten and Elizabeth his Wife & Abel their Son and Anna Hastings were warned to depart from the s^d Town forthwith by John Cooke Constable of Hadley as p^y Warrant and Return on file more fully appears -

Blanford Pursuant to a Warrant under the Hands of the Select-men of Blanford bearing date the eighth of August current now brought here and rec^d. Thankful Sitter Sarah Sitter Lydia Sitter Thankful Sitter Anne Sitter Mary Sitter on the 9th of the same August were warned to depart from s^d Blanford p^y William Mitchell for 1/2 as by the Warrant and return on file more fully appears -

Pursuant to a Warrant under the Hands of the Select-men of Amherst bearing date the 21st day of May last, now brought here and by this Court rec^d. on the 20th day of the same May Miriam Barritt was warned forthwith to depart from the 2^d District by Ebenezer Mattoon Constable who returns also that upon diligent Inquiry he finds that she has resided in the same District ever since the 1st of June last and no longer and on the 30th day of June month Ebenezer Prescott Josiah Prescott Joseph Prescott Fortunatus Prescott Susanna Prescott and Abner Prescott were warned by the same Constable forthwith to depart from and leave the said District who also returns that he finds upon Inquiry that the sons last named have each and all of them resided in 2^d District ever since the 1st of May afore^sd. no longer as ϕ of Warrant & Return on file appears —

Amherst
Caution

Pursuant to a Warrant under the Hands of the Select-men of the Town of Greenfield bearing date the 27th day of June last one James a Negro man Resident here on the 29th day of the same June was warned to depart from the said Town by William Rogers Constable as ϕ Warrant and Return on file more fully appears —

Greenfield
Caution

Pursuant to a Warrant under the Hands of the Select-men of the Town of Pelham in the County of Hampshire bearing date the 26th of April last past James Welch was warned to depart out of the said Town as a Non Inhabitant residing at the House of John Debel on the 9th of May then next following by John Anderson Constable as ϕ Warrant and Return now brought into this Court on file thereof appears —

Pelham
Caution

Pursuant to a Warrant under the Hands of the Select-men of the Town of Northfield bearing date the 18th of August Current, now brought here and received by this Court, on the 24th day of the same August Nathan Harvey and Nathan his son minor Beniah Grandey James Mattheus and Silem Grandey were all warned to leave the said Town within fourteen days as the Law directs in this said, and not to return back to reside there by Joseph Burt Constable as ϕ return on file appears —

Northfield
Caution

Isaac Colton Keeper of his Majesty's Goal in Springfield by John Worthington Esq^r Attorney brings into this Court an Account for Supplies and Subsistence by him afforded one John Early a prisoner in the 2^d Goal for Counterfeiting Dollars and Cobbs amounting to £4. 10. 6 accompanied with his Esq^r Isaac's petition setting forth the Case and praying an allowance & the Court having viewed & considered the said Account do order that the said Isaac be paid out of ϕ County Treasury of this County in Satisfaction and discharge of the Account by him exhibited for Supplies & as afores^d. the sum of nine pounds and five shillings lawful money & that an order be made accordingly —

Colton's
Petition
Account

Josiah Dwight Esq^r of Springfield brings into this Court an Account of sundry Disbursements he has made in order to effect and satisfy for the necessary Repairs of the Common Goal in Springfield this year as ϕ Account containing particulars on file and he prays an allowance thereof & an order for payment of the same — And this Court having inspected the said Account do allow it And it is Ordered that there be paid to the said Josiah Dwight Esq^r out of the County Treasury of this County the sum of Six pounds Six Shillings and four pence in lawful money in full discharge of the said Account And that the County Treasurers be directed accordingly —

Josiah
Dwight
Esq^r
A/c

Order was made 28th Sept. 1763.

Timothy Dwight Jun: by now presents to the Court an account of the Cost of purchasing and procuring one large bound book for recording probate Affairs which amounts to \$2.50 praying Allowance thereof and an Order for payment &c And this Court having viewed the said Account do allow it And it is ordered that the County Treasurer be directed to pay to the s^d Timothy Dwight Jun: by the s^d sum of forty two Shillings and eight pence out of s^d County Treasury of s^d County - order well made accordingly.

Leason Aaron Lyman of Belcher Town now brings into Court his Account of the Cost and Expence of making some Repair of Swift River Bridge amounting to nineteen Shillings and ten pence praying the same may be allowed and an order paid for the payment thereof - Which Account being viewed & approved by the Court the same is allowed & it is ordered that the County Treasurer be directed to pay the s^d sum to the s^d Aaron out of s^d County Treasury of this County - order is.

To the Hon^{ble} His Majesty's Justices of the Court of General Sessions of the Peace holden at Springfield within and for the County of Hampshire on the last Thursday of August 1763. We the subscribers being appointed by your Honors at your your last Sessions at Springfield on the first Tuesday of May last a Committee to view and lay out a Highway from the Northwest Line of the Township of Suffield passing over Strap Brook and the neck of Land between the two ponds called Concomony Pond thro' the southerly part of the Township of Westfield and so on to the foot of Saxon Mountain there to unite with the road or Highway already laid out and established And having been duly sworn for the faithful performance of the Trust reposed in us and having given reasonable Notice to all Parties concerned of the Time and place of our meeting for that Purpose We entered upon and performed said Service, The plan and Course of which said Highway is as follows viz beginning at a Black Oak Tree mark^t on Suffield Northwest line and running W. 20. Deg: North 31 rods - 14 Deg. N. 30 rods, to a black oak tree mark^t, then W. 3 D. S. 25 rods, to a black oak tree mark^t, then N. 43 D. W. 3 rods to a Pine Tree - mark^t, then N. 20 D. W. 24 rods to a White oak bush mark^t, then North 44. D. W. 40 rods to a pine tree mark^t, then N. 32. D. W. 33 rods to a monument a Stake and Stones, then North, 7 D. W. 71 rods to a dry bush, then North 18 D. W. 62 rods to a pine tree mark^t, then North 30 Deg: W. 27 rods to an Oak Tree, then North 43. D. W. 20 rods to a black oak tree mark^t, then West 26 D. N. 46 rods to a pine tree mark^t, then N. 28. D. W. 54 rods to a black oak tree mark^t, then W. 30. D. N. 34 rods to a black oak bush, then W. 30. D. N. 12 rods to a White oak Saddle, then S. 25. D. W. 22 rods to a pine tree mark^t, then S. W. 24 rods to a dry Stump against the North pond, then W. 30 rods to a black oak tree mark^t, then S. 42 D. W. 27 rods to a Stake, then W. 1 D. N. 30 rods against Samuel Cook's House then W. 21 D. N. 42 rods to a post between the Ponds aforementioned, then W. 8. D. N. 14 rods to the End of the bridge over the Stream, then W. 37 D. S. 28 rods to a black oak Stump, then W. 15 D. N. 46 rods to a White oak tree mark^t, then W. 3. D. N. 26 rods to a White oak tree, then West 21. D. N. 68 rods to a pine bush, then W. 2. D. S. 13 rods to a black oak bush, then W. 7. D. S. 20 rods to a White oak Saddle mark^t, then W. 5. D. N. 39 rods to a Stone Monument and pine tree by it mark^t, then N. 29. D. W. 64 rods to a White oak Saddle, then N. 35. W. 92 rods to a Stake & Stone North of Isaiah Gillet's House then W. 40. D. N. 56 rods to a White oak tree mark^t, then W. 8. D. N. 26 rods to a black oak tree mark^t, then W. 13. D. N. 19 rods, then W. 12 D. S. 34 rods to a small white oak tree mark^t, & Stones by it, then W. 30 D. N. 24 rods to a small black Oak mark^t. then N. 32 D. W. 22 rods to a small black oak tree, then

Then W. 44 D. N. 40 rods to a small black oak markt, then W. 26. D. N. 23 rods to a white oak Staddle, then W. 26. D. N. 100 rods to a White tree markt, then W. 31. D. N. 5 rods to a black oak tree markt, then N. 32 D. W. 22 rods to a White oak Staddle then N. 38 D. W. 39 rods to a White oak tree markt, then N. 45. D. W. 58. rods, then Y. 30. D. W. 24 rods to a black oak Staddle markt, then W. 45. D. N. 256 rods to a tree markt, then W. 36. D. N. 61 rods to a White oak tree markt at the foot of Soom Mountain where this High Way unites with the High Way already laid out - but not yet recorded see the order below. - Which said High Way we have laid out to be four rods ^{width} the Line or Course run being the middle or Center hereof - And We do appraise and estimate the Damages done to the following Persons by reason of said High Way's running thro' their Lands to be as follows to Daniel Warner of said Westfield fifteen shillings, to John Warner ten shillings, to George Throop of s. Westfield Twelve shillings, to William Moore of said Westfield eight shillings, to Isaiah Gillet of said Westfield Twenty five shillings, to David Morely Jr. Ten shillings, to Eben. White of s. Westfield one pound ten shillings. Witness our Hands and Seals at Springfield this 10th day of August Anno Domini 1763.
 Moses Blip & Seal. Moses Field & Seal. Thomas Hebbins & Seal. Joel Ely & Seal. John Ely & Seal - The foregoing Return was now brought into Court and it being read and Considered by the Court. The same is accepted and allowed. - It is ordered That it be recorded with the Records of this Term of the Court and the Way therein described hereafter known and Considered as a Common Highway - And the foregoing Estimate of Damages is also allowed by the Court - And as to that part of the Return of the laying out of the High Way from ^{at the last term of Court} Sandisfield East Line thro' Long yard to Suffield which was not accepted and allowed, and which the Court then ordered should lie until his Term the Court now orders That it still lie until the next Term of the Court for of Court then to Consider thereof & further to determine thereon, and it is also ordered that That Part of the said Return which was accepted at the last Term of this Court, shall not be recorded with the Records of this Term, but that the same do lie until the Court shall determine further touching the other part ^{of the} first mentioned -

The County of Hampshire D^c for the foregoing Service -

To Moses Field Surveyor Two Days & half @ 7 ^s . 7 ^d	£0. 17. 6.	Comtee Acut
To Thomas Hebbins - - - - - D ^c - - - - - D ⁶	" 15. 0.	
To Joel Ely - - - - - D ^c - - - - - D ⁶	" 15. 0.	
To John Ely - - - - - D ^c - - - - - D ⁶	" 15. 0.	
To Moses Blip - - - - - D ^c - - - - - D ⁶ 15 ^s . Writing the Report 3 ^s . - - - - -	" 18. 0.	
	<u>£44 0 6</u>	

This Acit was now presented to Court and the same being read and Considered is allowed - & it is ordered that the County Treasurer be directed to pay the several Persons therein named the sum ^{of} £44 0 6 to their respective Names out of County Treasury - & order is accordingly

Samuel Colton the Second of Springfield is licensed to sell Tea Coffee & China Ware for one year next ensuing out of his Store there, - And the s^r Samuel recognizes to the King here in this Court, as principal in the sum of £20. Mep^r Moses Blip and someone strong Gentlemen sureties in the sum of £10 each upon this Condition that the said Samuel keep and render such Accounts and pay such Duties as the Law of this province requires in these Cases -

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Thomas Dick of Pelham is licensed by this Court to sell Tea Coffee and China Ware
for one year next ensuing out of his House there - And the s^d Thomas here in Court
acknowledges himself indebted to the Lord the King as principal in the Sum of £20. -
and Moses Marsh & Eliza Porter Gentlemen as Sureties in £10. each upon this Condition
viz that y^e s^d Thomas do keep & render the Accounts & pay the Duties by Law of this pro-
vince required in such Cases -

Elijah Leonard of Springfield is licensed by the Court to sell Tea Coffee & China Ware
for one year next ensuing - & the said Elijah and Mess^{rs} Joel Ely & John Morgan of
the same Springfield here in this Court acknowledge themselves indebted to the Lord
the King in the Sums following viz the s^d Elijah principal in the Sum of £20. the said
Joel and John Sureties in £10 each on this Condition that is, that y^e s^d Elijah do keep &
render the Accounts and pay the Duties by Law required in such Cases -

Rebecca Blip of Springfield Widow is licensed by this Court to sell Tea Coffee & China
Ware out of her Store there for one year next ensuing - and Reuben Blip of s^d Springfield
Joiner & Mess^{rs} Tim^{othy} Danielson and Justin Ely come here into this Court & acknow-
ledge themselves severally indebted to the King in these Sums viz the s^d Reuben
Principal in y^e Sum of £20. the s^d Timothy and Justin Sureties in the Sum of £10.
each upon this Condition viz that the s^d Rebecca do keep and render the Accounts and
pay the Duties the Law requires in such Cases -

William Scott of Palmer Gent. is licensed by this Court to sell Tea Coffee & China Ware
out of his Store there for one year next ensuing - & the s^d William and Mess^{rs} James Lawrence
Physician and John King of s^d Palmer yeoman here in this Court acknowledge themselves
indebted to the Lord the King in the sums following viz the said William principal in y^e
Sum of £20. & the said James and John Sureties in £10 each upon this Condition
viz that the s^d William do keep and render the Accounts and pay the Duties the
Law requires in such Cases -

Thomas Williston of Springfield is licensed by this Court to sell Tea Coffee and China
Ware for one year next ensuing there at s^d Springfield - And the s^d Thomas here in this
Court recognizes to the King as principal in the Sum of £20 with Sureties viz Mess^{rs}
John Moseley Gent. and Daniel Harris yeoman in the Sum of £10 each on this Condition
to wit that the s^d Thomas do keep and render the Accounts and pay the Duties the Law
requires in such Cases -

John Moseley of Westfield Gent. is licensed by this Court to sell Tea Coffee & China Ware
at his Store there the year next ensuing - & he recognizes to the King as principal in the
Sum of £20. with Sureties viz Mess^{rs} Thomas Williston and Daniel Harris in the Sum
of £10 each on this Condition to wit that the said John do keep and render of Accounts
and pay the Duties by Law required in such Cases -

Daniel Harris of Springfield is licensed by this Court to sell Tea Coffee and China Ware
at his House there the year next ensuing & he recognizes to the Lord the King as principal
with Sureties viz Mess^{rs} John Moseley & Thomas Williston in this manner to wit the s^d
Daniel in the Sum of £20. the s^d John & Thomas in £10 each upon this Condition, that
the s^d Daniel do keep & render the Accounts & pay the Duties by Law required in this Case -

Eliphalet Leonard of Springfield is licensed by this Court to sell Tea Coffee & China Ware
there the year next ensuing & Mess^{rs} Justin Ely Cornelius Jones & John Phelps here in
Court recognize to the Lord the King in the sums following viz the s^d Justin prin-
cipal in the Sum of £20. the s^d Cornelius & John Sureties in £10 each upon this
Condition to wit that the said Eliphalet do keep and render the Accounts & pay
the Duties by Law required in such Cases -

License is Granted by this Court to Messrs John Ely & Justin Ely of Springfield to be a Company to sell Tea Coffee and China Ware the year next ensuing out of their Store & Shop there - & the s^d Justin & Messrs Cornelius Jones and John Phelps here recognize to the King in the Sum following viz the s^d Justin principal in £20. the said Cornelius and John Jones in £10 each on this Condition to wit that the said John Ely & Justin Ely do keep and render the Accounts and pay the Duties by Law required in these Cases -

Timothy Dwight Jun^r is licensed by the Court to sell Tea Coffee & China Ware out of his Shop there ^{at Northampton} for one year next to come - and here recognizes to the King as principal in the Sum of £20. with Sureties viz Messrs Simeon Strong and Justin Ely in the Sum of £10 each upon this Condition to wit that the s^d Timothy do keep and render the Accounts & pay the Duties by Law required in these Cases -

License is Granted by the Court to Heazer Porter Esq to sell Tea Coffee & China Ware out of his Shop there at Hadley for one year next to come - And Timothy Dwight Jun^r and Messrs Simeon Strong and Justin Ely come here and recognize to the King in the Sum following viz the said Timothy as principal in the Sum of £20 the s^d Simeon and Justin Sureties in £10 each upon this Condition to wit that the said Heazer Porter Esq shall keep and render the Accounts and pay the Duties by Law required of him in this Case -

Inholders &c.

License is granted by this Court to Edward Bond of Brimfield to be a Retailer of Spirituous Liquors out of his House there to be spent out of Doors only for the year next ensuing - & the said Edward here in Court recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs John Webber and James Grow in the Sum of £5 each on Condition that the s^d Edward keep good rule and Order in his House & duly observe the Law respecting persons licensed to sell out of Doors only, & the s^d Edward & John & James do further recognize to the King in these Sums viz y^e s^d Edward Principal in the Sum of £50. the s^d John and James Sureties in £25 each Conditioned that the s^d Bond do keep and render the Accounts and pay the Duties the Law requires -

License is by this Court granted to John Webber of South-Brimfield to be an Innholder Retailer & Common Victualler in his House there for the year next ensuing - & he recognizes to the King in Court to the Lord the King as principal in the Sum of £10. with Sureties viz Edward Bond & James Grow in £5 each to keep good rule and Order in his House & duly to observe the Law made for Regulation of such Houses - & he here also recognizes to the King as principal in y^e Sum of £50. with the Sureties above named in £25 each to keep & render the Accounts & pay the Duties by Law required in these Cases -

License is Granted to James Grow of Monson to be an Innholder Retailer & Common Victualler in his House there for one year next ensuing & he recognizes to the King as principal in the sum of £10. with Sureties viz Edward Bond & John Webber in the sum of £5 each to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses - & He also here recognizes to the King as principal in the Sum of £50. with the Same Sureties above named in £25 each to keep and render y^e Accounts & pay the Duties by Law required -

License is granted to Jonathan Clap of Northampton to be an Innholder Retailer & Common Victualler in his House there the year next ensuing. & he here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Wm Lyman & Elias Lyman in the Sum of £5 each to keep good rule and Order in his House & duly to observe the Law made for Regulation of such Houses - & he also recognizes to the King as principal in the sum of £50. with the Sureties above named in the Sum of £25 each to keep & render the Accounts and pay the Duties by Law required -

William Lyman of Northampton Gent. is licensed to be an Innholder Retailer & Common Victualler in his House there the year next ensuing - And he recognizes here in Court to the Lord the King as principal in the Sum of £10. with Sureties viz Mess^{rs} John^s Clap & Elias Lyman in the Sum of £5 each for the s^d William's keeping good rule & order in his House & his duty observing the Laws made for Regulation of such Houses - & he also here further recognizes to the Lord the King as principal in the Sum of £50. with the same Sureties in £25. each to keep & render the Accounts and pay the Duties by Law required -

Elias Lyman of Northampton yeoman is licensed to be an Innholder Retailer & Common Victualler in his House there the year next ensuing - & He here recognizes to the Lord the King as principal in the Sum of £10. with Sureties viz Mess^{rs} John^s Clap & William Lyman to keep good rule and Order in his House and duly to observe the Laws made for Regulation of such Houses (the s^d Sureties in the Sum of £5. each) - & he also recognizes to the Lord the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required -

Ezra Clark of Northampton yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his House there the year next ensuing - & he here recognizes to the Lord the King in the Sum of £10. with Sureties viz Mess^{rs} Samuel Clark and Ebenezer Pomeroy in the Sum of £5. each to keep good rule and Order in his house & duly to observe the Laws made for Regulation of such Houses - & he also recognizes to the Lord the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts and pay the Duties by Law required -

Ebenezer Pomeroy of Hadley is licensed to be an Innholder Retailer & Common Victualler in his House there the year next ensuing - And he here recognizes to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Ezra Clark and Samuel Clark in the Sum of £5. each to keep good rule and order in his house & duly to observe the Laws made for Regulation of such Houses - & he also recognizes to the Lord the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts and pay the Duties by Law required -

Samuel Clark of Northampton Gent. is licensed to be an Innholder Retailer & Common Victualler in his House there the year next ensuing - & He here recognizes to the Lord the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Ezra Clark and Ebenezer Pomeroy in £5. each to keep good rule and Order in his House & duly to observe the Laws made for Regulation of such Houses - & he also recognizes to the Lord the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts and pay the Duties by Law required -

John Lyman of Northampton yeoman is licensed to be a Retailer of spirituous liquors of his own manufacturing only out of his house there to be spent out of Doors for a year next ensuing. & He here recognizes to the Lord the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Ebenezer Burt and Jonathan Phelps in £5 each to keep good rule and order in his House & duly to observe the Laws respecting persons licensed to sell out of Door only - & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required -

Ebenezer Burt of Northampton yeoman is licensed to be a Retailer of Spirituous Liquors out of his shop there to be spent out of Doors the year next ensuing - And he here recognizes to the Lord the King as principal in the Sum of £10. with Sureties viz Mess^{rs} John Lyman & Jonathan Phelps to keep good rule & order in his House & duly to observe the Laws respecting persons licensed to sell out of Door only - & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required -

Jonathan Phelps of Northampton yeoman is licensed to be a Retailer of Spirituous Liquors
in of his Store there to be spent out of Doors the year next ensuing. & He here recognizes to the King
as principal in the Sum of £10. with Sureties viz Mess^{rs} John Lyman & Eleazar Burt
in £5. each to keep good Rule and Order in his House & duly to observe the Laws respecting
persons licensed to sell out of Door only & He also recognizes to the King as principal in
the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts and
pay the Duties by Law required in such Cases —

Aaron Parsons of Springfield is licensed to be an Inn holder Retailer & Common
Vintaller in his dwelling House there the year next ensuing. & He here recognizes to the King
as principal in the Sum of £10. with Sureties viz Mess^{rs} Moses Burt & William
Shaw in the Sum of £5. each to keep good Rule and Order in his House & duly to observe
the Laws made for Regulation of such Houses. And He also recognizes to the King as
principal in the Sum of £50. with the same Sureties in £25 each to keep and render of
Accounts and pay the Duties by Law required —

Moses Burt of Milbraham yeoman is licensed to be an Innholder Retailer & Common
Vintaller in the House He now dwells in the year next ensuing. & He here recognizes to
the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Aaron Parsons and
William Shaw in the Sum of £5. each to keep good Rule and Order in his House & duly to
observe the Laws made for Regulation of such Houses. & He also here recognizes to the King
as principal in the Sum of £50. with the same Sureties in the Sum of £25. each to keep
and render the Account and pay the Duties by Law required in such Cases —

William Shaw of Palmer yeoman is licensed by the Court to be an Innholder Retailer and
Common Vintaller in the House he dwells in there for one year next ensuing & He here recog
nizes to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Aaron Parsons
and Moses Burt in the Sum of £5. each to keep good Rule & Order in his House & duly to
observe the Laws made for Regulation of such Houses. & He also recognizes to the King in
the Sum of £50. as principal with the same Sureties in £25. each to keep and render
the Accounts and pay the Duties by Law required in these Cases

Jeremiah Powers of Greenwich Gent. is licensed to be an Innholder Retailer and Common
Vintaller in his Dwelling House there for the year next ensuing & He here recognizes to the
Lord the King in the Sum of £10. as principal with Sureties viz Mess^{rs} Zachemus Crocker
& James Cooke in the Sum of £5. each to keep good Rule and Order in his House & duly
to observe the Laws made for Regulation of such Houses. & He also Recognizes to the King
as principal in the Sum of £50. with the same Sureties in the Sum of £25. each to
keep and render the Accounts and pay the Duties by Law required —

Zachemus Crocker of Shutesbury Gent. is licensed to be an Innholder Retailer & Common
Vintaller in his Dwelling House there the year next ensuing. & He here recognizes to the King
as principal in the Sum of £10 with Sureties viz Mess^{rs} Jeremiah Powers &
James Cooke in the Sum of £5 each to keep good Rule and Order in his House & duly
to observe the Laws made for Regulation of such Houses. & He also recognizes to the
King as principal in the Sum of £50. with the same Sureties in £25. each to
keep and render the Accounts and pay the Duties by Law required —

James Cooke of New Salem yeoman is licensed to be an Innholder Retailer & Common
Vintaller in his Dwelling House there the year next ensuing. & He here recognizes to
the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Jeremiah Powers
and Zachemus Crocker in the Sum of £5. each to keep good rule & Order in his House &
duly to Observe the Laws made for Regulation of such Houses. & He also recognizes to
the King as principal in the Sum of £50. with the same Sureties in £25 each to
keep and render the Accounts and pay the Duties the Law requires in this Case

Moses Warner of Amherst yeoman is licensed to be an Innholder Retailer & Common
 Virtualles in his dwelling House there the year next ensuing. & He here recognizes to the Lord the
 King as principal in the Sum of £10. with Sureties viz. Mess^{rs}. Thomas Dick and Samuel
 Rice in the Sum of £5. each to keep good Rule & Order in his House & duly to observe
 the Laws made for Regulation of such Houses & He also here recognizes to the King as
 principal in the Sum of £50. with the same Sureties in £25 each to keep & render
 the Accounts and pay the Duties by Law required.

Thomas Dick of Pelham yeoman is licensed by the Court to be an Innholder Retailer &
 Common Virtualles in his dwelling house there the year ensuing & He here recognizes to
 the Lord the King as principal in the Sum of £10 with Sureties viz. Mess^{rs}. Moses Warner
 and Samuel Rice in the Sum of £5 each to keep good Rule and Order in his House
 & duly to observe the Laws made for Regulation of such Houses & He also recognizes
 to the King as principal in the Sum of £50. with the same Sureties in £25 each
 to keep and render the Accounts and pay the Duties by Law required in such cases.

Samuel Rice of Charlemont yeoman is licensed to be an Innholder Retailer and
 Common Virtualles in his dwelling House there the year ensuing. & He here recognizes
 to the King as principal in the Sum of £10. with Sureties viz. Mess^{rs}. Moses Warner &
 Thomas Dick in the Sum of £5. each to keep good rule and Order in his House and
 duly to observe the Laws made for regulation of such Houses & He also recognizes as
 principal in the Sum of £50. with the same Sureties in the Sum of £25. each
 to keep and render the Accounts and pay the Duties by Law required in such cases.

James Rider of Deerfield yeoman is licensed to be an Innholder Retailer & Common
 Virtualles in his dwelling House there the year next ensuing, & He here recognizes
 to the King as principal in the Sum of £10 with Sureties viz. Mess^{rs}. David Hoit
 & Seth Catlin in £5 each to keep good rule and Order in his House & duly to observe
 the Laws made for Regulation of such Houses & He also here recognizes to the King
 as principal in the Sum of £50 with the same Sureties in £25 each to
 keep and render the Accounts and pay the Duties by Law required in such cases.

David Hoit of Deerfield yeoman is licensed to be an Innholder Retailer & Common
 Virtualles in his dwelling House there the year next ensuing. & He here recognizes to
 the Lord the King as principal in the Sum of £10. with Sureties viz. Mess^{rs}. James Rider
 and Seth Catlin in the Sum of £5. each to keep good rule and Order in his House &
 duly to observe the Laws made for Regulation of such Houses & He also recognizes
 to the King as principal in the Sum of £50. with the same Sureties in £25. each
 to keep and render the Accounts & pay the Duties by Law required in these cases.

Seth Catlin of Deerfield Gent. is licensed to be an Innholder Retailer & Common
 Virtualles in the House He dwells in there the year next ensuing. & He here recognizes
 to the King as Principal in the Sum of £10. with Sureties viz. Mess^{rs}. James Rider
 & David Hoit in the Sum of £5 each to keep good Rule and Order in his House
 and duly to observe the Laws made for Regulation of such Houses. & He also here
 recognizes to the King as principal in the Sum of £50. with the same Sureties in
 £25 each to keep and render the Accounts & pay the duties by Law required &c.

Levi Ely of Springfield yeoman is licensed to be an Innholder Retailer & Common Virtualles
 in his dwelling House there the year next ensuing. & He here recognizes to the King as
 principal in the Sum of £10. with Sureties viz. Mess^{rs}. Thomas French and Benja-
 Ely in the Sum of £5 each to keep good Rule and Order in his House and duly to
 observe the Laws made for regulation of such Houses. And He also recognizes to the
 King as principal in the Sum of £50. with the same Sureties in £25. each to
 keep and render the Accounts and pay the Duties by Law required in such cases.

Thomas French of Deerfield yeoman is licensed to be an Innholder Retailer & Common
Virtualler in his Dwelling House there the year next ensuing & He here recognizes to the
Lord the King as principal in the Sum of £10. with Sureties viz M^{rs} L. Birley and
Benjamin Ely in the Sum of £5. each to keep good Rule and Order in his House and
duly to observe the Laws made for Regulation of such Houses. & He also recognizes to
the King as principal in the Sum of £50. with the same Sureties in £25. each to
keep and render the Accounts and pay the Duties by Law required in such Cases.

Benjamin Ely of Springfield yeoman is licensed to be an Innholder Retailer & Common
Virtualler in his Dwelling House there the next ensuing year & He here recognizes to the
King as principal in the Sum of £10. with Sureties viz M^{rs} L. Birley & Thomas
French in the Sum of £5. each to keep good rule and order in his House & duly to
observe the Laws made for regulation of such Houses - & He also recognizes to the King
in the Sum of £50. as principal with the same Sureties in £25. each to keep and
render the Accounts and pay the Duties by Law required in such Cases.

Nathan Travy of Deerfield yeoman is licensed to be an Innholder Retailer & Common
Virtualler in his Dwelling House there the year next ensuing. & Seth Battin of the
same Deerfield Gent. David Hoyt & James Rider yeomen come here & recognize
to the Lord the King in the Sum following viz the s^r Seth Principal in the Sum of
£10. and the s^r David & James Sureties in £5 each - conditioned that the s^r Nathan
shall keep good rule and Order in his House and duly observe the Laws made for
Regulation of licensed Houses. & the s^r Seth also recognizes to the King as principal
in the Sum of £50. with Sureties viz the s^r David and James in £25. each on this
condition viz that the s^r Nathan do keep & render the A^{cts} & pay y^e Duties by Law required.

Aaron Denio of Greenfield yeoman is licensed to be an Innholder Retailer & Common
Virtualler in his Dwelling House there for one year next ensuing - & He here recognizes
to the Lord the King as principal in the Sum of £10. with Sureties viz M^{rs} L. Birley
Israel Hubbard and John Kellogg in the Sum of £5. each to keep good Rule and Order in
his House & duly to observe the Laws made for Regulation of such Houses. & He also here
recognizes to the King as principal in the Sum of £50. with the same Sureties
in £25. each to keep & render the Accounts & pay the Duties by Law required.

Israel Hubbard of Sunderland yeoman is licensed to be an Innholder Retailer and
Common Virtualler in his Dwelling House there the year next ensuing & He here recog-
nizes to the King as principal in the Sum of £10 with Sureties viz M^{rs} L. Birley
Denio and John Kellogg in £5 each to keep good rule and Order in his House & duly
observe the Laws made for Regulation of such Houses. & He also recognizes to the
King as principal in the Sum of £50. with the same Sureties in £25. each to
keep and render the Accounts and pay the Duties by Law required in such Cases.

John Kellogg of Hadley yeoman is licensed to be an Innholder Retailer & Common
Virtualler in the House he dwells in there the Year next ensuing - & He here recognizes to
the King as principal in the Sum of £10. with Sureties viz M^{rs} L. Birley Aaron Denio
& Israel Hubbard in £5. each to keep good rule and Order in his House & duly
observe the Laws made for regulation of such Houses. & He also recognizes to
the King as principal in the Sum of £50. with the same Sureties in y^e Sum of £25.
each to keep & render the Accounts & pay the Duties by Law required in such Cases.

William Scott Jun^r of Palmer Gent. is licensed to be an Innholder Retailer & Common
Virtualler in his Dwelling House there for y^e year next ensuing. & He here recognizes to
the Lord the King as principal in the Sum of £10. with Sureties viz M^{rs} L. Birley
Duncan Quanton and Aaron Graves in the Sum of £5 each to keep good Rule & Order in
his House and duly to observe the Laws made for Regulation of such Houses -
And He also here recognizes to the King as principal in the Sum of £50 with the
same Sureties in the Sum of £25 each to keep and render the Accounts &
pay the Duties by Law required of licensed persons.

107- Julian Quantan of Palmer yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his Dwelling House there the year next ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz M^{rs} William Scott Jun^r & Aaron Graves in the Sum of £5 each to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties the Law requires in such Cases—

Aaron Graves of Palmer yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his dwelling House there the year ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz William Scott Jun^r Gent. and Julian Quantan yeoman in y^e Sum of £5 each to keep good Rule & Order in his House & duly to observe the Laws made for Regulation of such Houses. & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required in these Cases

John Ingersoll of Westfield Gent. is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz M^{rs} Benjamin Loomis & Tilly Rice in the Sum of £5 each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses. & the same John also recognizes to the King as principal with the same Sureties the s^d Principal in y^e Sum of £50. wth Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required

Benjamin Loomis of Westfield yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz M^{rs} John Ingersoll and Tilly Rice in the Sum of £5 each to keep good rule and Order in his House and duly to observe the Laws made for Regulation of such Houses & the same Benj^a also recognizes to the King as principal in the sum of £50. with the same Sureties in the Sum of £25 each to keep and render the Accounts & pay the Duties by Law required in such Cases—

Tilly Rice of Springfield yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing. & He here recognizes to the King as principal in the sum of £10. with Sureties viz M^{rs} John Ingersoll & Benj^a Loomis in the Sum of £5 each to keep good rule and order in his House & duly to observe the Laws made for Regulation of such Houses. & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required in such Cases—

Samuel Fairfield of Hatfield yeoman is licensed to be an Innholder Retailer and Common Victualler in his Dwelling House there the year next ensuing. And M^{rs} Elisha Hubbard of Hatfield M^{rs} Mark & Hadley & Samuel Clark of Northampton come here & freely recognize to the King in the Sum following viz the s^d Elisha Principal in y^e Sum of £5. the s^d M^{rs} and Samuel Clark Sureties in £5. each Conditioned, that the said Fairfield do keep good rule & order in his House & duly observe the Laws made for Regulation of such Houses & they also recognize to the King in these Sums viz y^e s^d Elisha Principal in £50. the s^d Mark & Clark Sureties in £25 each on this Condition wth that y^e s^d Fairfield do keep and render y^e Accounts & pay the Duties by Law required of him

Elisha Dickinson of Hatfield yeoman is licensed by the Court to be a Retailer of spirituous Liquors out of his dwelling House there to be sent out of Door for the year next ensuing & M^{rs} Elisha Hubbard M^{rs} Mark and Samuel Clark come here & acknowledge themselves indebted to the King in the Sum following viz the s^d Elisha Principal in the Sum of £5. & the s^d M^{rs} & Samuel Sureties in £5. each upon this Condition viz

in that the s^d Elijah do keep good rule & order in his House & duly observe the Law respecting ^{Elijah} Persons licensed to sell out of Door only - & they also acknowledge themselves indebted to ^{the King} the King in these Sums viz the s^d Elisha Principal in £50. the s^d Moses & Samuel Sureties in £25 ^{upon this Condition that y^e s^d Elijah do keep & render the Accounts & pay y^e Duties by Law required.}

James Ball of Warwick yeoman is licensed to be an Innholder Retailer & Common Victualler ^{James} in his House there the year next ensuing & He here recognizes to the Lord the King as ^{Ball} principal in the Sum of £10. with Sureties viz Mess^{rs} Lucius Doolittle & Ebenezer Field in the Sum of £5 each to keep good Rule and Order in his House & duly to observe the Law made for Regulation of such Houses - & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render y^e Accounts and pay the Duties by Law required in these Cases -

Lucius Doolittle of Northfield yeoman is licensed to be a Retailer of spirituous Liquors ^{Lucius} out of his Store there to be spent out of Door the next ensuing - & He here recognizes to the ^{Doolittle} Lord the King as Principal in the Sum of £10. with Sureties viz Mess^{rs} James Ball and Ebenezer Field in the Sum of £5 each to keep good rule and order in his House & duly to observe the Law made for regulation of such as are licensed to sell out of Door only - & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the ^{Accounts} Accounts & pay the Duties by Law required in such Cases ^{the year}

Ebenezer Field of Northfield the Surety is licensed to be a Retailer of spirituous liquors ^{Ebenezer} out of his Store there to be spent out of Door for the year ensuing & He here recognizes to ^{Field} the King as principal in the Sum of £10. with Sureties viz Mess^{rs} James Ball and Lucius Doolittle in the Sum of £5 each to keep good rule and order in his House & duly to observe the Law made for Regulation of such Houses - & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of £25 each to keep and render the Accounts & pay the Duties by Law required in such Cases

John Smith the first of S^d Hadley yeoman is licensed to be an Innholder Retailer & Common ^{John} Victualler in his dwelling House there the year next ensuing & He recognizes here to the Lord the ^{Smith} King as principal in the Sum of £10. with Sureties viz Mess^{rs} Abel Chapin and Nath^l Pease in the Sum of £5 each to keep good rule & order in his House & duly to observe the Law made for Regulation of such Houses - & He also recognizes to the King as principal in the Sum of £50. with y^e same Sureties in the Sum of £25 each to keep and render the Accounts & pay the Duties by Law required in such Cases

Abel Chapin of Springfield Gent is licensed by the Court to be an Innholder Retailer and ^{Abel} Common Victualler in his Dwelling House there the year next ensuing & He here recognizes ^{Chapin} to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} John Smith and Nathaniel Pease in the Sum of £5 each to keep good Rule and Order in his House & duly to observe the Law made for Regulation of such Houses - & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of £25 each to keep and render the Accounts and pay the Duties by Law required in such Houses -

Nath^l Pease of Blanford Gent. is licensed to be an Innholder Retailer & Common Victualler ^{Nath^l} in his Dwelling House there the year next ensuing - & He here recognizes to the Lord the ^{Pease} King as principal in the Sum of £10. with Sureties viz Mess^{rs} John Smith & Abel Chapin in the Sum of £5 each to keep good Rule and Order in his House and duly to observe the Law made for Regulation of such Houses - & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of £25 each to keep and render the Accounts & pay the Duties by Law required in such Cases -

Timothy Danielson of Brimfield Gent is licensed by the Court to be a retailer of spirituous ^{Timothy} liquors out of his Store there to be spent out of Doors for one year next ensuing & He here recognizes ^{Danielson} to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} William Eastman & Nath^l Cary in the

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 in the sum of £5 each to keep good rule and Order in his House & duly to observe the Laws
 respecting Persons licensed to sell out of Door only. He also recognizes to the King as principal
 in the sum of £50 with the same Sureties in £25 each to keep and render the Accounts
 and pay the Duties the Law requires of persons thus licensed -

William Eastman of South Hadley haden is licensed by the Court to be a retailer of Spirituous
 liquors out of his Shop there to be spent out of Doors the year next ensuing. & He here recognizes to
 the King as principal in the sum of £10. with Sureties viz Messrs Timothy Danielson
 and John Clary in the sum of £5 each to keep good rule and Order in his House & duly to observe
 the Laws respecting Persons licensed to sell out of Door only & He also recognizes to the King in the
 sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay
 the Duties by Law required in these Cases -

John Clary of Sunderland yeoman is licensed by the Court to be a Retailer of Spirituous liquors
 out of his Dwelling House there to be spent out of Doors the year next ensuing. He here recognizes to
 the King as principal in the sum of £10. with Sureties viz Messrs Timothy Danielson & William
 Eastman in the sum of £5 each to keep good rule and order in his House & duly to observe the Laws
 respecting persons licensed to sell out of Door only And He also recognizes to the King as principal
 in the sum of £50. with the same Sureties in the sum of £25 each to keep and render the Accounts
 and pay the Duties the Law requires in such Cases -

Joseph Root of Montague Gent. is licensed to be an Innholder & Common Victualler
 in his Dwelling House there the year next ensuing & He here recognizes to the Lord
 the King as principal in the sum of £10. with these Sureties viz Messrs Fellows Billing
 and Ezra Clap in the sum of £5 each to keep good rule and Order in his House & duly to
 observe the Laws made for Regulation of such Houses & He also recognizes to the King as
 principal in the sum of £50. with the same Sureties in £25 each to keep and render of
 Accounts and pay the Duties by Law required in these Cases -

Fellows Billing of Sunderland Gent. is licensed to be an Innholder Retailer & Common Victualler
 in his Dwelling House there the year next ensuing. And He recognizes here in Court to our
 Lord the King as principal in the sum of £10. with these Sureties viz Messrs Joseph Root &
 Ezra Clap in the sum of £5 each to keep good rule and order in his House & duly to observe
 the Laws made for Regulation of such Houses & He also recognizes to the King as principal
 in the sum of £50. with the same Sureties in the sum of £25 each to keep and render
 the Accounts and pay the Duties by Law required in such Cases -

Ezra Clap of Westfield Gent. is licensed by the Court to be an Innholder Retailer and Common
 Victualler in his Dwelling House there the year next ensuing - And He here in Court recognizes
 to the King as principal in the sum of £10. with Sureties viz Messrs Joseph Root & Fellows
 Billing in the sum of £5 each to keep good rule and Order in his House and duly to observe
 the Laws made for Regulation of such Houses And He also recognizes to the King as
 principal in the sum of £50. with the same Sureties in £25 each to keep and render
 the Accounts and pay the Duties by the Law of this province required in such Cases

Wicks Parks of Westfield Gent. is licensed to be a Retailer of Spirituous Liquors out of his
 Shop there to be spent out of Doors the year next ensuing. & He here recognizes to the Lord the
 King as principal in the sum of £10. with Sureties viz Messrs Billing & Noah
 Goldman in the sum of £5 each to keep good rule and Order in his House and duly
 to observe the Laws respecting Persons licensed to sell out of Door only. & He also here
 recognizes to the King as principal in the sum of £50. with the same Sureties in the sum
 of £25 each to keep and render the Accounts and pay the Duties by Law required -

Noah Billing of Sunderland is licensed to be a Retailer of Spirituous liquors out of his
 Dwelling House there to be spent out of Doors the year next ensuing & He here recognizes
 to the King as principal in the sum of £10. with Sureties viz Messrs Wicks Parks and

Noah Goodman in the Sum of \$5 each to keep good Rule and Order in his House and duly observe the Laws respecting Persons licenced to sell out of Door only & He also recognizes to the King as principal in the Sum of \$50. with the same Sureties in the Sum of \$25 each to keep and render the Accounts and pay the Duties by Law required in such Cases -

Noah Goodman of South Hadley yeoman is licenced by the Court to be a Retailer of spirituous liquors out of his dwelling House there to be spent out of Doors the year next ensuing & He here recognizes to the King as principal in the Sum of \$10. with Sureties viz Messrs Elisha Parks and Moses Billing in the Sum of \$5 each to keep good Rule and Order in his House and duly to observe the Laws respecting persons licenced to sell out of Door only & He also here recognizes to the King as principal in the Sum of \$50. with the same Sureties in the Sum of \$25 each to keep & render the Accounts and pay the Duties by Law required in these Cases -

John Knox of Blanford is licenced to be an Innholder Retailer and Common Victualler in his Dwelling House there the year next ensuing & He here recognizes to the Lord the King as principal in the Sum of \$10. with Sureties viz Messrs Abner Smith & Job Alvord in the Sum of \$5. each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses and He also recognizes to the King as principal in the Sum of \$50. with the same Sureties in \$25. each to keep & render the Accounts & pay the Duties by Law required.

Abner Smith of Springfield Gent is licenced to be an Innholder Retailer and Common Victualler in the House he Dwells in there for one year next ensuing & He here recognizes to the Lord the King as principal in the Sum of \$10. with Sureties viz Messrs John Knox and Job Alvord in the Sum of \$5. each to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the Sum of \$50. with the same Sureties in \$25 each to keep and render the Accounts & pay the Duties by Law required.

Job Alvord of Springfield Gent is licenced to be an Innholder Retailer & Common Victualler in his Dwelling House there the year next ensuing & He here recognizes to the Lord the King as principal in the Sum of \$10. with Sureties viz Messrs Abner Smith and John Knox in the Sum of \$5. each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the Sum of \$50. with the same Sureties in \$25. each to keep and render the Accounts and pay the Duties by Law required.

John Workman of Plainfield yeoman is licenced to be an Innholder Retailer and Common Victualler in his Dwelling House there the year next ensuing & He here recognizes to the Lord the King as principal in the Sum of \$10. with Sureties viz Messrs John Knox of Blanford and Thomas Dick of Pelham in the Sum of \$5. each to keep good Rule and Order in his House & duly to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the Sum of \$50. with the same Sureties in the Sum of \$25. each to keep and render the Accounts and pay the Duties by Law required in these Cases -

Thomas Colton of Springfield yeoman is licenced to be a Retailer of Spirituous Liquors out of his House there to be spent out of Doors the year next ensuing & He here recognizes to the King as principal in the Sum of \$10. with Sureties viz Messrs Samuel Colton 2^d and James Sikes in the Sum of \$5 each to keep good rule and order in his House & duly to observe the Laws respecting persons licenced to sell out of Door only & He also recognizes to the King as principal in the Sum of \$50. with the same Sureties in the Sum of \$25. each to keep & render the Accounts and pay the Duties by Law required in such Cases -

Samuel Colton 2^d of Springfield yeoman is licenced to be a Retailer of Spirituous Liquors of his own manufacturing only out of his House there to be spent out of Doors the year next ensuing & He here recognizes to the King in the Sum of \$10. with Sureties viz Messrs Thomas Colton & James Sikes in the Sum of \$5. each to keep good rule and order in his House & duly to observe the Laws respecting persons licenced to sell out of Door only & He also recognizes to the King as principal in the Sum of \$50. with the same Sureties in \$25. each to keep and render the Accounts and pay the Duties by Law required in such Cases -

119 James Sikes of Springfield yeoman is licensed to be a Retailer of Spirituous Liquors out of his Shop there to be spent out of Town the year next ensuing & He here recognizes to the King as principal in the sum of £10. with Sureties viz Messrs Tho: Cotton & Samuel Cotton & in the sum of £5 each to keep good rule & order in his House & duly to observe the Laws respecting persons licensed to sell out of Town only & He also recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep and render the Accounts and pay the Duties by Law required.

Jonathan Shepard of Westfield yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £10. with Sureties viz Messrs Daniel Fowler & Moses Noble in the sum of £5 each to keep good rule & order in his House & duly to observe the Laws made for Regulation of such Houses & He also recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required in such Cases —

Daniel Fowler of Westfield yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £10. with Sureties viz Messrs Jonathan Shepard & Moses Noble in the sum of £5 each to keep good rule & order in his House & duly to observe the Laws made for Regulation of such Houses & He also recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required

Moses Noble of Westfield yeoman is licensed by the Court to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing And he here recognizes to the King as principal in the sum of £10. with Sureties viz Messrs Jonathan Shepard & Daniel Fowler in the sum of £5 each to keep good rule & order in his House & duly to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required &

Benjamin Rose of Northfield yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £50. with Sureties viz Messrs Seth Catter of Duxfield Gent & Joseph Mitchell of Hanttown yeoman in £25. each to keep and render the Accounts & pay the Duties the Law requires in these Cases & He also recognizes to the King as principal in £10. sum of £10. with the same Sureties in £5. each to keep good rule and order in his House and duly to observe the Laws made for Regulation of such Houses —

Joseph Clark of Blanford yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £10. with Sureties viz Messrs Dan Robinson of Granville & John Shepard Jun: of Westfield in £5. each to keep good rule and order in his House & duly to observe the Laws made for Regulation of such Houses & He also recognizes to the King as principal in the sum of £50. with the same Sureties in the sum of £25 each to keep and render the Accounts and pay the Duties by Law required in these Cases —

Eliza Hubbard of Hatfield yeoman is licensed to be an Innholder Retailer and Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King in the sum of £10. with Sureties viz Messrs Moses Marsh of Hadley & Eleazer Nash of South Hadley yeoman in £5. each to keep good Rule and Order in his House and duly to observe the Laws made for Regulation of such Houses & He also recognizes to the King as principal in the sum of £50. with the same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required in these Cases —

Eleazer Nash of South Hadley yeoman is licensed to be a retailer of spirituous Liquors out of his dwelling House there to be spent out of Town the year next ensuing And He here recognizes to the King as principal in the sum of £10. with Sureties viz Messrs
Benj^r

Benjamin Leonard Junr. and Dan Robin son in the sum of £5. each to keep good rule & order in
his House & duly to observe the Law respecting persons licensed to sell out of doors only & the
Licensing to the King as principal in the sum of £50. with the same Sureties in
£25 each to keep and render the Accounts & pay the Duties by Law required of them
Benjamin Leonard Junr. of Springfield is licensed to be an Inn holder Retailer & Common Victualler
in the House he dwells in there the year next ensuing and He here recognises to the Lord the King as
principal in the sum of £50. with Sureties viz Messrs Ueazer Nash and Dan Robinson in the
sum of £5. each to keep good rule & order in his House & duly to observe the Law made
for regulation of such Houses & He also here recognises to the Lord the King as principal
in the sum of £50. with the same Sureties in £25 each to keep and render the Accounts
and pay the Duties by Law required in such Cases

Dan Robinson of Granville is licensed to be an Inn holder Retailer & Common Victualler
in his dwelling House there the year next ensuing & He here recognises to the King as principal
in the sum of £50. with Sureties viz Messrs Ueazer Nash & Benj^a Leonard Junr. in the sum of £5.
each to keep good rule & order in his House & to duly observe the Law made for regulation of such
Houses & He also here recognises to the King as principal in the sum of £50 with the same Sureties
in £25. each to keep and render the Accounts & pay the Duties by Law required in these Cases

Moses Marsh of Hadley Gent. is licensed to be an Inn holder Retailer & Common Victualler in his
dwelling House there the year next ensuing & He here recognises to the King as principal
in the sum of £50. with Sureties viz Messrs Luke Blip & Simon Colton in the sum of £5. each
to keep good rule & order in his House & to duly observe the Law made for regulation of such houses
and He also here recognises to the King as principal in the sum of £50. with the same
Sureties in £25. each to keep & render the Accounts & pay the Duties by Law required in such Cases

Luke Blip of Springfield gent. is licensed to be an Inn holder Retailer & Common Victualler in his
dwelling House there the year next ensuing - & He here recognises to the Lord the King as
principal in the sum of £50. with Sureties viz Messrs Moses Marsh & Simon Colton in the sum
of £5 each to keep good rule & order in his House & duly to observe the Law made for regulation of such
houses & He also here recognises to the King as principal in the sum of £50. with the same Sureties
in £25. each to keep & render the Accounts & pay the Duties by Law required in these Cases

Simon Colton of Springfield Gent. is licensed to be an Inn holder Retailer and Common Victualler
in his dwelling House there the year next ensuing & He here recognises to the King as principal
in the sum of £50. with Sureties viz Messrs Moses Marsh & Luke Blip in the sum of £5 each to
keep good rule & order in his House & duly to observe the Law made for regulation of such Houses &
He also here recognises to the King as principal in the sum of £50. with the same Sureties in
the sum of £25. each to keep & render the Accounts & pay the Duties by Law required in such Cases

Jonathan White of Springfield yeoman is licensed by the Court to be a Retailer of spirituous liquors
out of his House there to be spent out of doors the year next ensuing - & He here recognises to the King
as principal in the sum of £50. with Sureties viz Messrs Simon Colton & Luke Blip in £5. each
to keep good rule & order in his House & duly to observe the Law respecting persons licensed to sell
out of Door only & He also recognises to the King as principal in the sum of £50. with the same
Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required

Benj^a Supper of Chertseyfield yeoman is now licensed to be an Inn holder Retailer and
Common Victualler in his House there the year next ensuing & Messrs Samuel Clark of
Northampton Moses Marsh of Hadley & Elisha Hubbard of Hatfield come here acknowledging
themselves indebted to the King in that sum viz the S^r Samuel principal in the sum of
£10. y^e S^r Moses and Elisha Sureties in the sum of £5 each on this condition viz that the S^r
Benjamin shall keep good rule & order in his House and duly observe the Law made
for regulation of such Houses & they also acknowledge themselves indebted to the King in
the sum following viz the S^r Samuel Principal in the sum of £50. with the S^r Moses and
Elisha Sureties in £25. each on this condition to wit that the S^r Benjamin shall keep & render
the Accounts & pay the Duties by Law required of them in this Case

170- Sarah Porter of Hadley Wicount Gentlewoman is licensed to be a Retailer of Spirituous Liquors out of her House there to be spent out of Doors ~~the~~ the year next ensuing & Clearer Porter by & Mess^{rs} Moses Marsh & Elisha Hubbard come & here recognize to the King in these Sums & in manner following viz the said Clearer principal in the Sum of £10. the s^d Moses & Elisha Sureties in £5 each upon this Condition to wit that the s^d Sarah do keep good rule and Order in her House shall duly observe the Law respecting them licensed to sell out of Doors only & they also recognize to the King in these Sums viz the s^d Clearer Principal in the sum of £50. the s^d Moses & Elisha Sureties in £25 each on this Condition to wit that the s^d Sarah shall keep and render the Accounts and pay the Duties by Law required of her in this Case -

James Smith of Hadley yeoman is licensed to be an Inn holder Retailer & Common Victualler in his dwelling House there the year next ensuing & Clearer Porter by & Mess^{rs} Moses Marsh and Elisha Hubbard come & here recognize to the King in the sums following viz the s^d Clearer principal in the sum of £10. the s^d Marsh & Hubbard Sureties in the sum of £5 each on this Condition to wit that y^e s^d Smith shall keep good rule & order in his House & duly observe the laws made for Regulation of such Houses & they also recognize to the King in these Sums viz the said Clearer Principal in the sum of £50. the s^d Hubbard & Marsh Sureties in £25 each on this Condition to wit that y^e s^d Smith shall keep & render the Accounts & pay the duties required in this Law by Law

Jonathan Graves of Belchinstown Gent. is licensed to be an Inn holder Retailer & Common Victualler in his dwelling House there the year next ensuing & Clearer Porter by & Mess^{rs} Moses Marsh and Elisha Hubbard come & here recognize to the King in these Sums viz the s^d Clearer Principal in the sum of £10. the s^d Moses & Elisha Sureties in the sum of £5 each on this Condition to wit that y^e s^d Jonathan shall keep good Rule and Order in his House & duly observe the Law made for regulation of such Houses & they also recognize to the King in these Sums viz the s^d Clearer principal in the sum of £50. the s^d Moses & Elisha Sureties in £25 each on this Condition to wit that the s^d Jonathan shall keep & render the Accounts & pay y^e Duties by Law required in this Case

Benj^l Day of Springfield gent. is licensed to be an Inn holder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £10. with sureties viz Mess^{rs} Moses Church & Oliver Partridge by in the sum of £5 each to keep good rule and Order in his House & duly to observe the Law made for Regulation of such Houses & He also here recognizes to the King as principal with the same Sureties in these Sums viz y^e s^d Principal in the sum of £50 the s^d Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required in such Cases

Moses Church of Springfield yeoman is licensed to be an Inn holder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £10. with Sureties viz Oliver Partridge by & Benjamin Day Gent. in the sum of £5 each to keep good Rule & Order in his House & duly to observe the Law made for Regulation of such Houses & He also recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required in such Cases

Oliver Partridge of Hatfield by is licensed to be a Retailer of Spirituous Liquors out of his Store there to be spent out of Doors the year next ensuing & He here recognizes to the King as principal in the sum of £10. with sureties viz Mess^{rs} Benjamin Day & Moses Church in the sum of £5 each to keep good Rule & order in his House & duly to observe the Law respecting persons licensed to sell out of Doors only & He also recognizes to the King as principal in the sum of £50. with the same Sureties in the sum of £25 each to keep & render the Accounts & pay the Duties by Law required in such Cases.

John Fish of South Brimfield yeoman is licensed to be an Inn holder Retailer and Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the sum of £10. with Sureties viz James Lawrence Physician and Joseph Manger yeoman in £5 each to keep good Rule and Order in his House & duly to observe the Law made for Regulation of such Houses & He also recognizes to the King as principal in the sum of £50. with y^e same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required in such Cases -

Joseph Mitchel of Dunbarton yeoman is licenced to be an Innholder Retailer and Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Jonathan Rogers & Isaac Mixer in the Sum of £5 each to keep good Rule & Order in his House & Duty to observe the Laws made for Regulation of such Houses And he also recognizes to the King as principal in the Sum of £50. with the same Sureties in y^e Sum of £25. each to keep and render the Accounts & pay the Duties by Law required in these Cases -

Jonathan Rogers of Ware yeoman is licenced to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Joseph Mitchel & Isaac Mixer in the Sum of £5. each to keep good rule & Order in his House & Duty to observe the Laws made for Regulation of such Houses - And He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required in these Cases -

Isaac Mixer of Morray's field yeoman is licenced to be an Innholder Retailer & Common Victualler in the House He dwells in there the year next ensuing & He here recognizes to the King as principal in the Sum of £10 with Sureties viz Messrs Joseph Mitchel & Jonathan Rogers in the Sum of £5. each to keep good Rule & Order in his House & Duty to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of £25 each to keep and render the Accounts and pay the Duties by Law required in such Cases -

Josiah Symon of Belcherstown yeoman is licenced by this Court to be an Innholder Retailer and Common Victualler in the House he dwells in there the year next ensuing & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Nathaniel Dwight and Ichabod Lee in the Sum of £5. each to keep good Rule and Order in his House and duty to observe the Laws made for Regulation of such Houses - & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of £25 each to keep and render the Accounts and pay the Duties by Law required in such Cases -

Ichabod Lee of Westfield yeoman is licenced to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing; & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Nathaniel Dwight & Josiah Symon in the Sum of £5 each to keep good Rule and Order in his House & Duty to observe the Laws made for Regulation of such Houses & He also recognizes to the King as principal in the Sum of £50. with y^e same Sureties in £25. each to keep & render the Accounts & pay the Duties by Law required of Him -

Nathaniel Dwight of Belcherstown Yeom. is licenced to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing And He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Josiah Symon & Ichabod Lee in the Sum of £5. each to keep good Rule & Order in his House & Duty to observe the Laws made for Regulation of such Houses and He also recognizes to the King as principal in the Sum of £50. with the same Sureties in £25. each to keep and render y^e Accounts and pay the Duties by Law required in these Cases -

John Cowls of Belcherstown yeoman is licenced by the Court to be a Retailer of spirituous Liquors out of his House there to be spent out of Doors the year next. ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Stephen Crofoot and Josiah Symon both of the same place in the Sum of £5. each to keep good Rule & Order in his House & Duty to observe the Laws respecting persons licenced to sell out of Doors only And he also here recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of £25. each to keep & render the Accounts & pay the Duties by Law required -

William Carnahan of Blanford yeoman is licenced to be a Retailer of spirituous liquors out of his House there to be spent out of Doors the year next ensuing. & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Matthew Blair and N. Cherniah

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 William
 Sherman
 Sherman both of y^e same place in the Sum of £5 each to keep good rule & order in his House
 and duly to observe the Law respecting persons licensed to sell out of Door only & He also
 recognizes to the King as principal in the Sum of £50. with the same Sureties in the Sum of
 £25. each to keep & render the Accounts & pay the Duties by Law required in these Cases —
- Benjamin
 Minick
 Minick Benjamin Minick of Brimfield Gent. is licensed to be an Innholder Retailer & Common Victualler
 in his House there the year next ensuing & He here recognizes to the King as principal in the
 Sum of £10 with Sureties viz McComelius Jones & Noah Morgan of Brimfield in the Sum
 of £5 each to keep good rule & Order in his House & duly to observe the Law made for regulation
 of such Houses & He also recognizes to the King as principal in the Sum of £50. with the
 same Sureties in £25. each to keep and render the Accounts & pay y^e Duties by Law required.
- William
 Rogers
 Rogers William Rogers of Greenwich german is licensed by the Court to be an Innholder Retailer
 & Common Victualler in his dwelling House there the year next ensuing & He here recog-
 nizes to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} William
 Scott Jun^r & David Powers in the Sum of £5. each to keep good Rule & Order in his House
 & duly to observe the Law made for Regulation of such Houses & He also recognizes to
 the King as principal in the Sum of £50. with the same Sureties in y^e sum of £25.
 each to keep & render the Accounts & pay the Duties by Law required in such Cases —
- Martin
 Phelps
 Phelps Martin Phelps of Northampton is licensed to be a Retailer of spirituous Liquors out of his
 House there to be sent out of Doors the year next ensuing & Joseph Hawley Esq^r & Mess^{rs}
 Simon Strong & John Morley come & then recognize to the Lord the King in these Sums
 on the s^d Joseph Principal in the Sum of £10. & the s^d Simon & John Sureties in y^e Sum
 of £5 each On this Condition to wit that the s^d Martin shall keep good rule & order in his
 House & duly observe the Law respecting Persons licensed to sell out of Door only And they
 also recognize to y^e King in these Sums viz the s^d Joseph Principal in the Sum of £10 the
 s^d Simon and John Sureties in the Sum of £25. each upon the following Condition
 to wit that y^e Martin shall keep & render y^e Accounts & pay the Duties by Law required
- Elijah
 Flood
 Flood Elijah Flood of South Hadley german is licensed to be an Innholder Retailer & Common
 Victualler in his dwelling House there the year next ensuing & He here in Court recognizes
 to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Jacob Cummings
 & Alexander Smith in the Sum of £5 each to keep good Rule and Order in his House and
 duly to observe the Law made for Regulation of such Houses & He also recognizes to the
 King as principal in the Sum of £50. with the same Sureties in £25 each to keep
 and render the Accounts and pay the Duties by Law required in these Cases —
- Jacob
 Cummings
 Cummings Jacob Cummings of Ware Gent. is licensed by the Court to be an Innholder Retailer &
 Common Victualler in his dwelling House there the year next ensuing & He here recog-
 nizes to the King as principal in the Sum of £10. with the sureties after named
 viz Mess^{rs} Elijah Flood & Alexander Smith in the Sum of £5. each to keep good Rule and
 Order in his House & duly to observe the Law made for Regulation of such Houses &
 He also recognizes to the King as principal in the Sum of £50 with the same Sureties
 in £25. each to keep & render the Accounts & pay the Duties by Law required &
- Alexander
 Smith
 Smith Alexander Smith of Amherst german is licensed by the Court to be an Innholder Retailer
 & Common Victualler in his dwelling House there the year next ensuing. & He here recognizes
 to the King as principal in the Sum of £10. with Sureties viz Mess^{rs} Jacob Cummings and
 Elijah Flood in the Sum of £5 each to keep good Rule & Order in his House & duly to observe
 the Law made for Regulation of such Houses and He also recognizes to the King as
 principal in the Sum of £50. with the same Sureties in £25. each to keep & render
 the Accounts & pay the Duties by Law required in such Cases —

Josiah Dwight of Springfield Esq. is licensed to be a Retailer of Spirituous Liquors out of his Store there the year next ensuing & He here recognizes to the Lord the King as principal in the Sum of £10. with Sureties viz Messrs Tim. Danielson and Justin Ely in the Sum of £5 each to keep good rule & order in his House & Duty to observe the Law respecting Persons licensed to sell out of Door only & He also here recognizes to the King as principal in the Sum of £50. with the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required in these Cases.

Samuel Hunt of Northfield Gent. is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing & Seth Field Esq. and Messrs Reuben Bliss of Springfield & John Phelps of Westfield come here recognize to the Lord of King in these Sums viz the s^d Seth Principal in y^e Sum of £10. the s^d Reuben and John Sureties in the Sum of £5. each on this Condition to wit that the s^d Samuel shall keep good rule & order in his s^d House & duly observe the Law made for regulation of such Houses & they also recognize to the King in these Sums viz the s^d Seth Principal in £50. the s^d Reuben & John in £25. each on this Condition that is that the said Sam^l shall keep & render y^e Accounts & pay y^e Duties by Law required.

Eliphalet Leonard of Springfield Gent. is licensed to be a Retailer of Spirituous Liquors out of his House there to be spent out of Door the year next ensuing & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Cornelius Jones and Justin Ely in the Sum of £5 each to keep good rule & order in his House & Duty to observe the Law respecting persons licensed to sell out of Door only & He also recognizes to the King as principal in the Sum of £50. with the same Sureties in the sum of £25. each to keep and render the Accounts & pay the Duties by Law required in such Cases.

Noah Morgan of Brimfield yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year next ensuing & He here recognizes to the King as Principal in the Sum of £10. with Sureties viz Messrs Timothy Danielson & Eliphalet Leonard in the Sum of £5. each to keep good rule & order in his House & Duty to observe y^e Law made for Regulation of such Houses & And He also recognizes to the King as Principal in the Sum of £50. With the same Sureties in £25 each to keep and render the Accounts & pay the Duties by Law required in such Cases.

M^{rs} Eunice Day wife of William Day of Westfield Gent. is licensed to be a Retailer of Spirituous Liquors out of his House there to be spent out of Door the year ensuing & Lord Captain John Mosely & Messrs John Baneroff & John Phelps Gentlemen come here and recognize to the King in the Sum following viz the s^d Mosely principal in y^e Sum of £10. the s^d Baneroff and Phelps Sureties in £5 each on this Condition viz that the s^d Eunice do keep good rule and Order in the s^d House & duly observe the Law respecting those licensed to sell out of Door only & they also recognize to the King in these Sums viz the s^d Mosely principal in the sum of £50. the s^d Baneroff & Phelps sureties in £25 each on this Condition to wit that she keep & render the Accounts & pay the duties by Law required.

Ezra Strong of Westfield yeoman is licensed to be a Retailer of spirituous Liquors out of his House there to be spent out of Door the year next ensuing & He here recognizes to the King as principal in the Sum of £10. with Sureties viz Messrs Nathl. Weller & Samuel Noble in the Sum of £5. each to keep good rule and Order in his House & duty to observe the Law made for Regulation of & with respect to those licensed to sell out of Door only & He also recognizes to the King as principal in the Sum of £50. with y^e same Sureties in £25. each to keep & render the Accounts & pay the Duties by Law required.

John Downing of Ware yeoman is licensed to be an Innholder Retailer & Common Victualler in his dwelling House there the year ensuing & He here recognizes to the King as principal in the Sum of £10. with sureties viz Messrs Nathl. Dwight & Elisha Colton of Springfield in the Sum of £5. each to keep good rule & order in his s^d House & Duty to observe the

the Law made in Regulation of such Houses & He also here recognizes to the King as Principal in the sum of £50. with the same Sureties in £25. each to keep and render the Accounts & pay the Duties by Law required in such Cases —

David David Field of Deerfield Grant is licensed to be a Retailer of Spirituous Liquor out of his dwelling house there to be spent out of Doors the year ensuing & Thomas Williams by Josiah Dwight Esq. & Timothy Dwight Jun. Esq. come and here recognize to the King in three sums viz the 1st Thomas Principal in the sum of £50. the said Josiah & Timothy Sureties in £25. each upon this Condition to wit that the 1st David shall keep good rule and Order in his House & duly observe the Laws respecting persons licensed to sell out of Doors only & they also recognize to the King in these Sums viz the 1st Thomas principal in the sum of £50. and the 2^d Josiah & Timothy in £25 each on this Condition to wit y^t the 1st David do keep & render the Accounts & pay the Duties by Law required in this Case.

John John Aspell of Deerfield Taylor is licensed to be a Retailer of Spirituous liquor out of the House He dwells in there the year next ensuing to be spent out of Doors & Thomas Williams by Josiah Dwight Esq. & Timothy Dwight Jun. Esq. come and here recognize to the King in these Sums to wit y^t Thomas principal in the sum of £50. the 2^d Josiah & Timothy Sureties in the sum of £25 each on this Condition viz that the 1st John do keep good Rule & Order in his House & duly observe the Laws respecting persons licensed to sell out of Doors only & they also recognize to y^e King in these Sums viz the 1st Thomas as principal in the sum of £50. the 2^d Josiah & Tim. Sureties in the sum of £25 each on this Condition to wit that y^e John do keep & render y^e Accounts & pay y^e Duties by Law required

Josiah Josiah Chauncy of Amherst Esq. is licensed to be a Retailer of Spirituous Liquor out of his dwelling House there to be spent out of Doors the year ensuing. & He here recognizes to the King as principal in the sum of £50. with Sureties viz Messrs. Simon & May & Moses Blp. in the sum of £25 each to keep good Rule & Order in his house & Duty to Observe the Laws respecting persons licensed to sell out of Doors only & He also here recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required

Samuel Samuel Glover of Wilbraham is licensed to be a Innholder Retailer & Common Victualler in his dwelling House there the year ensuing & He here recognizes to the King as principal in the sum of £50. with Sureties viz Messrs. John King of Palmer & Moses Church of Springfield in £25 each to keep good Rule & Order in his house Duty to observe the Laws made for Regulation of such Houses & He also here recognizes to the King as principal in the sum of £50. with the same Sureties in £25 each to keep & render the Accounts & pay the Duties by Law required

The foregoing Judgements Orders and Determinations of the said Court being made and entered up as afores^d. The same Court then Adjourned without Day
 W^m Williams Clex

Hampshire.

Anno^{Regis} Regis Georgii Tertii magnae Britanniae
Franciae et Hiberniae quarto

Inferior
Court

At his Majesty's Inferior Court of Common Pleas begun and
held at Northampton for and within the County of Hampshire
on the Second Tuesday of November, being the eighth day of the
said month, Anno Domini 1763. —

November
Term
1763.

Present

Israel Williams Esq
Josiah Dwigth Esq
Elijah Williams Esq
Tim Dwigth jun. Esq

Thomas Williams Esq
for certain Causes —

Jury for Trials
Jon.^a Cooke foreman
Ebeneser Hitchcock jun.
Abel Cooley
Stephen Baker
Charles Clap
Daniel Morton
John Fields
John Lee
Eliakim Sacket
Phineas Haynes
De Tal. { Elijah Hunt
S. { Simon Parsons —

Solomon Williams of Lebanon & Clerk p^{lt}. vs Hannah Brewer late of
Lycingham in the County of Berkshire Gentlewoman Adm^{or} on the Goods and
Estate of John Brewer & as if the Record of y^e. past Term appears at large. Adm^{or}
And now the s^d. Parties come here and it is now agreed by and between them
with the leave of this honorable Court that the Case be further continued to the
next Term and it is continued accordingly —

Abigail Sacket who was the wife of Joseph Sacket late of Westfield &
p^{lt}. vs Tristram Sacket of Pittsfield & yeoman Deft. complaining that he has deforced
her of her reasonable Dower & as appears on Record of the last Term — And the s^d. Tristram
comes and pray, that the Action may be further continued (The p^{lt}. upon the agreement
of the s^d. Tristram that he will pay her the Cost and Expenses of this Term consenting thereto)
and it is accordingly continued to the next Term of this Court —

Ebeneser Pomeroy Gent. & Eliza Pomeroy Gentlewoman Administrators on y^e. Estate
of Eliza Pomeroy Gent. deceased p^{lt}. vs Simon Crowfoot of Pittsfield & yeoman Deft.
in a plea of the Case & as appears at large on Record of the next preceding Term —
And now the p^{lt}. come and pray that this Case may be further continued
under the former Rule to the next Term of this Honorable Court & it is continued accord-
-ingly to the s^d. Next Term & —

Benoni Sacket of Westfield yeoman p^{lt}. vs Jacob Gleason lately of the same Sacket
Westfield Blacksmith Deft. in a plea of the Case as if of Record of the last Term
appears at large — And now the p^{lt}. by John Phelps Gent. his Attorney appears.
The Deft. being three times publicly called makes Default of Appearance here.
It is therefore Considered by the Court that the p^{lt}. do recover against the
Deft. Eleven pounds Eleven Shillings and a penny lawful money Damages
and Cost of Court taxed at thirty nine Shillings and seven pence —

Jacob Simon of Windham & Trader p^{lt}. vs John Ingersoll of S^t. Brimfield
& yeoman Deft. in a plea of the Case as appears at large on Record of this Court at
the last Term thereof — And now the s^d. Jacob being three times publicly called
to come and prosecute this Action against the s^d. John is Non suit — And the s^d.
John likewise Defaulted, and the Action is dismissed —

Simon } Jacob Simon of Windham's Trader p^lt. vs John Ingersoll of S^t. Brimfield &
Ingersoll } yeoman Def^t. in a plea of the Case & as appears at large on Record of this Court at
the last Term thereof. And Now the s^d. Jacob being three times publicly called to
come and prosecute this Action Against the said John is Non-juit and the
said John likewise defaulted And the Action accordingly dismissed —

Donner } Ebenezer Donner Gent^l and Esther Donner Gentlewoman Administrators on the
Ashley } Estate of Elisha Donner Gent^l Dec^d. p^lt. vs William Colton Jun^r. Cordwainer and
Donner } Dorothy his wife Adm^r. on the Estate of Noah Ashley Esq^r not Administered by Miniam
Ashley } Dec^d. at the time of her Death. Def^t. in a plea of the Case & as may be seen
at large on Record of this Court at the last Term thereof. — And now the s^d. Parties
come into Court and agree, with the leave of this Hon^{ble} Court, that the Case may
be further continued to the next Term of this Court under the former Rule of Sub-
mission & and it is continued accordingly —

Pastridge } Oliver Pastridge of Hatfield Esq^r, p^lt. vs Eleanor Gunn late of Great Barrington
Gunn } Widow Adm^r of Estate of Stephen Gunn & Dec^d. Def^t. in a plea that She
owes to the Pl^t. Two Thousand Pounds & as appears at large on Record of this
Court at the last Term thereof. — The Pl^t. appears. The Def^t. being three times
publicly called to come into Court makes default of Appearance here —

It is therefore Considered by the Court that the said Oliver do recover
against the Estate of the s^d. Stephen in the Hands and under the Administration
of the said Eleanor Two Thousand pounds, lawful money Debt. and Cost of this
Suit taxed at Two pounds, Two shillings and eleven pence — *Exon J^r. Sept^r.
28th 1764.*

White } William White yeoman Ebenezer Dod yeoman and Mary his Wife and Thomas
Bolwood } Charn Bolwood yeoman and Sarah his Wife Pl^t. vs William Boltwood Gent^l. Def^t.
in an Action wherein the Pl^t. Demand against the Def^t. a certain piece of Land &c
as appears at large on Record of this Court at the last Term thereof. — And the s^d.
William the Def^t. now comes and prays the leave of this Hon^{ble} Court further to
impart to the next Term of this Court that he may have further Opportunity
to make Juronons of Joseph Taylor & James McWhiter under whom he holds &
then to Warrant their respective parts of Premises to him against the s^d. Demandants
and it is granted him —

Fowler } Biddad Fowler of Westfield Trader Pl^t. vs Thomas Bancroft lately of Granville
Bancroft } yeoman Def^t. in a plea of the Case & as appears at large on Record of this
Court at the last Term thereof. — The Pl^t. by John Phelps Gent^l. his Attorney
appears. — The Def^t. tho' three times solemnly called to come into Court doth
not come but makes default of Appearance here. It is therefore Considered by
the Court that the s^d. Biddad do recover against the said Thomas five pounds
Seven Shillings lawful money Damages and Cost of Suit taxed Two pounds
and eleven pence — After all which the said Thomas by Cornelius Jones
Gent^l. his Att^r. comes into Court and appeals from the Judgment of this Court
to the next Superior Court of Judicature & to be holden at Springfield for and
within the County of Hampshire on the fourth Tuesday of September next
And he recognises with Sureties as the Law directs for the Appellants prose-
cuting his Appeal with Effect as by the said Recognizance on file appears

John Stannard Junr of Suffield yeoman Plt. vs Timothy Burbanks of Springfield
yeoman Deft. in a plea of the Case & as appears of the last term at large
appears - And now the said John Stannard Junr being three times publicly
called to come and prosecute this Action against the s^d Timothy is Non-
suis - & the said Timothy is likewise defaulted - & the Action is accordingly dismissed

Noadiah Gillet of Westfield yeoman Plt. vs Timothy Burbanks of Springfield
yeoman Deft. in a plea of the Case & as appears at large on Record of this Court
at the last term thereof - And now the s^d Noadiah being three times publicly
called to come here and prosecute his Action against the s^d Timothy is Non-
suis - & the s^d Timothy likewise defaulted - And the Action is dismissed -

Samuel Dwight of Enfield by Plt. vs Oliver Partridge of Hatfield by Sheriff
Deft. in a plea of the Case & as appears at large on Record of this Court at
the last term thereof - And now the s^d Parties come here and agree with the
leave of this hon^{ble} Court that the Case be further continued to the next term of
this Court and it is continued accordingly

Jonathan Loring of Marlborough Gent. Executor of the last Will & Testament
of Thomas Tatlow yeoman dec. Plt. vs Oliver Partridge by Sheriff Deft. in
a plea of the Case & as appears at large on Record of this Court at the last term
thereof - And now the said Parties come here and humbly move that this
Case may be further continued to the next term of this hon^{ble} Court and
the Case is accordingly continued &c

Benjamin Hall late of Enfield & yeoman Plt. vs Asahel Simon yeoman Deft.
in a plea of the Case & as at large appears on Record of the Court at the last
term thereof - And now the said Parties come here and humbly move that
this Case may be further continued to the term of this Court next to be held
at Northampton on the second Tuesday of February next following and it is
continued to the s^d next term accordingly

John Read by Ruth Hunt Gentlewoman Charles Morris by & Mary his wife
Wigail Miller Gentlewoman William Read Gent. and Henry Paget Merchant
& Deborah his wife Plts vs James Nivins & Gent. Deft. in a plea of Entry
upon disseisin in the Port & as may be seen at large on Record of the Court at the
last term thereof - And the s^d Parties now come here; And Robert Nivins who was
vouched at the last term by the s^d James Nivins now comes and freely warrants
to the said James the s^d demanded premises and humbly prays a continuance of
his Action to the next term of this Court that he may have Opportunity to make
summons of one William Pyndon to the Warranty of the said Premises with
appertinances to him against the Deem and of the said Demandants which
said William the s^d Robert now vouches thereto and prays that this hon^{ble} Court
would award to him the writ of Sovereign Lord the King of Summons &c for
the summoning him the s^d Pyndon to appear at the said next term of this
Court to warrant to him as afores^d by Joseph Hawley by his Attorney And it
is granted him &c

John Read by Ruth Hunt Gentlewoman Charles Morris by & Mary his wife
Wigail Miller Gentlewoman William Read Gent. & Henry Paget Merchant & Deborah his
wife Plts vs Robert Moulton of Ware yeoman Deft. in a plea of Entry upon Disseisin
in the Port & as is to be seen at large on Record of the Court at the last term &c - And now

And now the said Parties come here and they humbly pray that their Action
 may be further continued to the next Term of this Court and the said
 Parties have further Day & accordingly —

Samuel Wallis of Chelsea & by W. or Joseph Clark of Blanford & yeoman Deft. in a
 plea wherein the Plt. demands ag^t the said Joseph one Messuage and six hundred
 Acres of Land so as it is at large set forth on Record of the last Term & now J.
 Samuel by John Worthington Esq^r his Attorney appears — but the s^d Joseph being
 three times publicly called makes default of Appearance here —

It is therefore Considered by the Court that the said Samuel do recover
 against the said Joseph the said Messuage and six hundred Acres of Land
 described in the s^d Samuel's Writ with the Appurtenances and Cost of this suit
 taxed at five pounds and seven pence lawful money and he may have his
 Execution for satisfaction thereof & and for his s^d Costs —
 Term is: 1st Dec: 1762 accordingly —

Mediah Fitch of Windsor Gent. Plt. vs Samuel Gordon of Oakham & Deft. in a
 plea of the Case & and the s^d Parties now come here and pray that their s^d Action
 may be further continued to the next Term of this Court under the former Rule
 made at the last Term the Defenses not having repented & it is Continued —

Eliphalet Leonard of Springfield & Plt. vs Eliakim Cooley of Springfield Deft. in a
 plea of the Case & as appears at large on Record of the Court at the last Term &
 And now the Plt. by John Worthington Esq^r his Att^r appears — But the Deft. being
 three times publicly called to come into Court doth not come but makes Default
 of Appearance here so It is therefore Considered by the Court that the said
 Eliphalet do recover against the said Eliakim Twenty three pounds three
 Shillings and eight Pence lawful money Damages and one pound eighteen
 Shillings and seven pence allowed him for his Costs & and he may have his Execution

Afterwards now at this same Term comes here the said Eliakim by
 Cornelius Jones Gent. his Att^r and appeals from the Judgment of this Court
 to the next Superior Court of Judicature to be holden at Springfield within
 and for the County of Hampshire on the fourth Tuesday of September next &
 he swears with Sureties as the Law directs for the Appellant prosecuting
 the Appeal with Effect as by the s^d Recognizance on file appears —

Ebenezer Miller yeoman Plt. vs Eliakim Cooley yeoman Deft. in a plea of the
 Case & as appears at large on Record of the Court at the last Term thereof —
 The s^d Ebenezer by John Worthington Esq^r his Att^r appears — The Deft. being
 three times publicly called makes Default of Appearance here —

It is therefore Considered by the Court that the s^d Ebenezer do recover
 against the said Eliakim five pounds eighteen Shillings and seven pence lawf^{ul}
 money Damages and Cost of Court taxed at one pound eighteen Shillings & seven
 pence — Afterwards now at this same Term comes here the s^d Eliakim by
 Cornelius Jones Gent. his Att^r and appeals from the Judgment of this Court
 to the next Superior Court of Judicature to be holden at Springfield
 for and within the County of Hampshire on the fourth Tuesday of September
 next and he swears with Sureties as the Law directs for the Appellant
 prosecuting the Appeal with Effect as by the s^d Recognizance on file appears.

Jonathan Barber of Groton & Clerk Plt. vs Eliakim Cooley & yeoman Deft.
 in a plea of the Case as by the Records of the last Term fully appears —
 The s^d Jonathan Barber by John Worthington Esq^r his Att^r appears — The

The said Eliakim being three times publicly called makes default of Appearance here - It is therefore Considered by the Court that the said Jonathan recovered ^{Barber} ¹⁷ ^{Cooley} against the said Eliakim Seven pounds, Seventeen shillings and six pence lawful money Damages and Cost of Court taxed at four pounds five shillings & six pence - Afterward now at this same term comes here the s^d Eliakim by Cornelius Jones Gent. his Att. and appeals from the Judgment of this Court to the next Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant, prosecuting his appeal with Effect as by the said Recognizance on file it appears -

Ebenezer Dorney Gent. and Esther Dorney Gentlewoman both of Northampton ^{Dorney} in the County of Hampshire Plt. vs Timothy Nash of Shutesbury in the same ^{Nash} County woman Deft. in a plea of the Case wherein they demand fifty pounds which he promised them on their Order or demand with Interest by his note dated the 27th day of August last as by q^d Will more fully appears - The plt. appear - The Deft. being three times publicly called to come into Court makes default of Appearance here - It is therefore Considered by the Court that the said Plt. do recover against the s^d Timothy the Deft. forty three pounds, four shillings & ten pence lawful money Damages and Cost of Court taxed at one pound and seven pence & they may have execution thereof -

Josiah Goodrich of Pittsfield in the County of Berkshire yeoman Plt. vs Samuel Goodrich ^{Goodrich} ¹⁷ ^{Dardwell} of Hatfield in the County of Hampshire yeoman Deft. in a plea of q^d Case for that the s^d Samuel at the s^d Hatfield on the 22^d day of May last by his note for Value rec^d promised the said Josiah by the name of Josiah Goodrich of Hatfield to pay him three pounds 14/2 on demand and the lawful Interest & but tho' often requested hath never paid the same but unjustly neglects it to the Damage of the said Josiah £5. - The Plt. by Ulisha Porter Gent. his Att. appears. The Deft. tho' three times publicly called to come into Court doth not come but makes Default of Appearance here - It is therefore Considered by the Court that the s^d Josiah do recover against the s^d Samuel three pounds sixteen shillings and two farthings lawful money Damages and Cost of Court taxed at one pound sixteen shillings and eleven pence - After all which the s^d Samuel comes here and appeals from the Judgment of this Court to the next Superior Court of Judicature & to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as if Law directs to prosecute the appeal with Effect as by the s^d Recognizance on file appears.

Josiah Goodrich of Pittsfield in the County of Berkshire yeoman Plt. vs Thomas Crafts ^{Crafts} ¹⁷ ^{Idem} of Hatfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the said Thomas at the s^d Hatfield on the 13th day of November last by his note for Value received promised the s^d Josiah by the name of Josiah Goodrich of Hatfield to pay him two pounds 3/3 on demand with the lawful Interest till paid yet tho' often requested the Deft. has not paid the same but neglects it to the Plt. Damage £5. - The Plt. by Ulisha Porter Gent. his Att. appears - The Deft. tho' three times publicly called to come into Court makes Default of Appearance here. It is therefore Considered by q^d Court that the said Josiah do recover against the said Thomas two pounds five shillings and nine pence lawful money Damages and Cost of Court taxed at one pound 17/11. - After all which the s^d Thomas comes into Court and appeals from the Judgment of this Court to the next Superior Court of Judicature & to be holden at Springfield for and

and within the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs to prosecute his Appeal with Effect as by the said Recognizance on file appears —

Allin } Alexander Allin of Windsor in the County of Hartford and Colony of Connecticut Trades-
Eggleston } mⁿ Plt. vs Bigot Eggleston of a place commonly known and called by the name of Westfield
River Branches in the County of Hampshire yeoman Deft. in a plea of the Case for
that said Bigot at said Northampton on the 15th day of October 1760 by his note
for Value received promised by the name of Bigot Eggleston of Suffolk in Hartford
County, the s^d Alexander to pay him six pounds lawful money six months after
date of s^d note with lawful Interest from the time of payment till paid paid yet
the Deft. tho' often requested hath not paid the s^d Sum or of Interest thereof but deny
to do it to the Damage of the s^d Alexander £10. — The Plt. by John Phelps Gent. his
Att^r appears — The Deft. being three times publicly called to come into Court with
not come but makes default of appearance here — It is therefore Considered by
the Court that the said Alexander do recover against the said Bigot six pounds
eighteen shillings and three pence lawful money Damages and Cost of Court
taxed at Two pounds and one penny — After all which the said Bigot by Moses
Bliss Gent. his Att^r comes into Court and appeals from the Judgement of this Court
to the next Superior Court of Judicature to be holden at Springfield for and
within the County of Hampshire on the fourth Tuesday of September next and he
recognizes with Sureties as the Law directs for the Appellants prosecuting the
appeal with Effect as by the said Recognizance on file appears —

Talcott } Samuel Talcott of Hartford in the County of Hartford in the Colony of Connecticut in New-
Strong } England Esq. Plt. vs Ezra Strong of Westfield in the County of Hampshire yeoman
Deft. in a plea of the Case wherein the Plt. demands Twenty pounds 10/6 1/2 which
the Deft. on the 18th day of November 1761 by his note promised the Plt. on Demand
with the Interest but has not paid — The Plt. by John Phelps Gent. his Att^r appears.
The Deft. being three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the s^d Samuel do recover
against the s^d Ezra Nine pounds thirteen shillings and ten pence lawful money
Damages and Cost of Court taxed at Two pounds three shillings & three pence.
Taxed 16th Nov. 1763 —

Burham } Obadiah Burham of Kent in the County of Litchfield in the Colony of Connecticut
Moor } in New England Physician Plt. vs Isaac Moor of Westfield in the County of Hamp-
shire yeoman Deft. in a plea of the Case wherein the Plt. demands three pounds
12/5. which the Deft. on the last of June last owed the Plt. for divers Medicines
and Merchandises and promised him to pay him on Demand — The Plt. by
John Phelps Gent. his Att^r appears. The Deft. being three times publicly
called makes default of appearance here — It is therefore Considered by
the Court that the Plt. do recover against the Deft. Three Pounds twelve
shillings and five pence lawful money Damages and Cost of Court taxed at
two pounds thirteen shillings and seven pence — Taxed 16th Nov. 1763 —

Forbes } Jonathan Forbes Junr. lately of Granville in the County of Hampshire now of
Spelman } Schenectady in the County of Albany in the Province of New York Carpenter Plt.
vs Daniel Spelman of Granville afores^d Cordwainer Deft. in a plea of Case
for that the s^d Daniel at s^d Granville on the first day of Sept. 1762 by his note
for Value rec^d promised the s^d Jonathan to pay him six pounds by the first day
of February then next with Interest after three months from that date till paid
yet tho' often requested the s^d Daniel hath not paid the same but he refuses to
do it

Blackmer
or
Woodbridge
Sennel Blackmer of Ware in the County of Hampshire Carpenter Plt. vs John Woodbridge Junr of South Hadley in the said County Gent. Deft. in a plea of Case wherein the Plt. demands five pound the sum due upon the Deft. note bearing date the 26th of May 1763. whereby he promised the Plt. to pay him ten pound in good Salt at money price by the 10th of August then next & but if same residue the requested neglect to pay or may be more fully found on file - The Plt. by Joseph Hawley Esq. his Attorney appears - The Deft. being three times publicly called to come into Court makes default of appearance here -

It is therefore Considered by the Court that the Plt. do recover against y^e Deft. five Pound lawful money Damages and Cost of Court taxed at one pound Seventeen shillings and three pence - Execn is? 21st Nov. 1763 -

Hooker's
Admrs
or
Nash
James Hooker of Windsor yeoman and Eunice Hooker of Hartford Gentlewoman both in the County of Hartford and Colony of Connecticut Administrators of all the goods and Chattels Rights and Credits of Nathl. Hooker Gent. late of s^d Hartford Decd Plt. vs Timothy Nash of Shutesbury in the County of Hampshire yeoman Deft. in a plea of the Case for that s^d Timothy by the name of Timothy Nash of Rhode town in s^d County of Hampshire at s^d Springfield in s^d County of Hampshire on the 16th day of Oct. 1754 by his note of that date for Value recd promised the s^d Nathl. then living to pay him twenty four pounds of s^d lawful money with the lawful interest for the same till paid or to pay the same in true bills of said Colony of Connecticut Rhode Island or New Hampshire equivalent thereto within three months after the date of said note yet said Timothy tho' often requested never paid the same or any part thereof to the s^d Nathaniel in his life time either in s^d lawful money or in s^d bills equivalent thereto nor hath he paid the Plt. or either of them the contents of said note or any part thereof since the said Nathaniel's Death but denies to do it to the Plt. damages £22. 0. The Plt. by Moses Blip Gent. their Att. appears - The Deft. tho' three times publicly called to come into Court makes default of appearance here - It is therefore Considered by the Court that the s^d Administrators (and in this Capacity) do recover against the said Timothy eighteen Pound thirteen shillings and three pence three farthings lawful money Damages and Cost of Court taxed at two pound three shillings and seven pence - After all which the said Timothy by Simeon Strong Gent. his Att. comes here and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the s^d Timothy's prosecuting the Appeal with Effect as by y^e said Recognizance on file appears -

Syncheon
or
Taylor
George Syncheon of Springfield in the County of Hampshire Gent. Plt. vs Aaron Taylor of Barnardston in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands 34/8 which the Deft. on the 29th day of July 1760 by his note promised the Plt. on demand with the Interest And also 15/ which he owes the Plt. on the first day of July last for divers Wares &c and promised him on demand but has not paid - The Plt. by Moses Blip Gent. his Att. appears -

The Deft. being three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the said George do recover agt. the s^d Aaron Three Pound and eight pence lawful money Damages & Cost of Court taxed at one pound sixteen shillings and two pence like money And he may have his Execn thereof &c - Execn is? 9th April 1765.

Joseph Pease of Suffield in the County of Hampshire yeoman Plt. or Samuel Cooks of Wilfield in the s^d County yeoman deft. in a plea of the Case for that the s^d Sam^l Pease or Cooks said Northampton on the Eleventh day of August last by his note for Value rec^d. promised said Joseph to pay him three Pounds three Shillings and one penny lawful money on demand with the lawful Interest thereof till paid but tho^t often requested he has never paid the same but neglects it to the damage of the s^d Joseph &c.

The Plt. by Moses Bliff Gent. his Att^r appears - The deft. being three times publicly called makes default of appearance here - It is therefore considered by the Court that the said Joseph do recover against the s^d Samuel three pounds three Shillings and a penny lawful money damages and Cost of Court taxed at one pound eighteen Shillings and seven pence - After all which the s^d Samuel by John Phelps Gent. his Att^r comes here and appeals from the judgement of this Court to the next Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next & he recognises with sureties as the Law directs for the Appellant prosecuting the Appeal with Cost as by the said Recognizance on file it appears -

Annima Bliff of Wilbraham in the County of Hampshire Gent^l woman Adm^r on the estate of Abel Bliff Gent^l late of a place then called Springfield Now Wilbraham deft. in a plea of Case & The s^d Bliff's Adm^r in Harwicks Administratrix being three times publicly called to come and prosecute her action Non suit And the s^d Abel the Deft. likewise defaulted & the action is dismissed -

Robert Breck Junior of Springfield in the County of Hampshire Gent^l Plt. or Benjamin Miller of the same place Blacksmith Deft. in a plea that he renders Breck's Miller said Robert twelve pounds lawful money which to the s^d Robert he the said Benjamin owes and from him unjustly detains whereupon said Robert says that said Benjamin at s^d Springfield on the Eighth day of August last past by his bond under his hand and Seal of that date in Court to be produced bound and obliged himself unto the said Robert in the Sum of twelve pounds lawful money to be paid him on demand which Sum or any part thereof the said Benjamin tho^t after requested hath never paid but deny, to pay the same to the s^d Robert to the damage of £12 - The Plt. by Moses Bliff Gent. his Att^r appears - And the said Benjamin by Cornelius Jones Gent. his Att^r comes and defends and for plea says that by the Summons left by the Officer in the Service of the Plt^r Writ the Deft. is summoned to appear at the Inferior Court of Common Pleas to be holden at Springfield within and for the County of Hampshire on the second Tuesday of November next after the date of said Summons which said Summons is dated the 24th day of Sept^r 1763. and that the said Court to be holden on s^d Second Tuesday of November to be holden at Northampton in and for said County and not at Springfield in s^d County and the Deft. by said Summons ought to have been summoned to appear at s^d Northampton & and not at s^d Springfield all which the deft. is ready to verify & therefore the deft. prays judgement of the Plt^r Writ & that the same may be abated and he allowed his Cost - Thereupon the Premises being seen and by this Court fully understood it appears to y^e said Court that the deft^r plea afores^d is not a sufficient plea wherefore the Plt^r Writ should be abated and it doth not abate - Saving the Plea in abate^d the deft. pleads and says he never promised in manner and form as the Plt. in his Declaration hath set forth and of this puts himself on the Country - And y^e Plt. replying says the plea of the Deft. above pleaded and the matters therein contained are insufficient in Law and that he hath moved nor is he holden by the Law of the Land to answer thereto which y^e Plt. is ready to verify and thereof prays judgement and judgement for his Debt and costs And the Deft. says his plea is sufficient - Thereupon

Bruck
or
Miller } Thereupon the Promises being further viewed and by the Justice now here fully understood it appears to the said Justice that the Deft. plea aforesd. and the motion in the same contained is an insufficient Answer to the Plt. declaration aforesd. &c.

It is therefore Considered that the s^d. Robert recover against the s^d. Benjamin Six Pounds one Shilling and ten pence lawful money (being the sum due in equity on the bond aforesd.) Debt and Cost of Court taxed at one Pound fourteen Shillings and seven pence - The Deft. by his said Attorney appeals from the judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept^r next and he recognises with Sureties as the Law directs for the said Benjamin. there prosecuting the appeal with Effect as by the said Recognizance on file appears -

Scott
or
Webster } William Scott Jun^r of Palmer in the County of Hampshire Gent^l Plt. vs Pelatiah Webster of Lebanon in the County of Windham and Colony of Connecticut in New-England Deft. Deft. in a plea of the Case for that the Deft. at said Palmer Nov^r 10th 1761 by one note for Value rec^d promised the Plt. to pay him ninety pounds 10^s 6^d on demand with Interest till paid - Also for that the Deft. at Palmer aforesd. on the last day of June last owed the Plt. Six pounds 13^s 4^d on account according to the Amount annexed to the Plt. Writ and did then and there promise the Plt. to pay Him the same on demand yet the Deft. tho' often thereto requested never paid & same nor hath he any ways fulfilled his s^d. Promises but neglects it so y^t Plt. damages £130. - The Plt. in this case comes and humbly moves that this Action may be continued to the next Term of the Court because he says the Deft. at the time of service of his the Plt. Writ was and ever since has been out of this Province - And it is continued accordingly -

Parkes
or
Church } Elisha Parkes of Westfield in the County of Hampshire Gent^l Plt. vs Malachi Church late of Hadley in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands five pounds 11^s 6^d which the Deft. on the 15th of January 1761 by his note promised One Joseph Bailey to pay to him or his order on Demand with Interest who afterwards ordered the Contents of said Note (then wholly unpaid) to be paid y^t Plt. &c. but the Deft. has not paid it - The Plt. by John Witherington Esq^r his Att^r appears The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. the sum of four pounds eleven Shillings & two farthings lawful money Damages and Cost of Court taxed at thirty one Shillings nine pence. Rain is 2^d Oct^r 1762 -

Nash
Hill
Montague
et al - } Timothy Nash late of Shutebury in the County of Hampshire yeoman and Elijah Alvord of South Hadley in the same County yeoman Plt. vs Moses Montague yeoman & Noah Goodman yeoman both of the s^d. South Hadley Deft. in a plea of Treppass for that the said Moses and Noah at said South Hadley on the 12th day of Oct^r Current with force and Arms took sixty white pine Logs of the Plt. being in the Plt. possession there and lying at a place called Taylor's Field in said South Hadley of the Value of ten Shillings each and the s^d. Moses and Noah with force and Arms as aforesd. carried away the same white pine Logs and other enormities against the Plt. then and there did against the Law & our peace and to the damage of the said Timothy and Elijah as they say £30. - And the said Parties come into Court and humbly pray that this their s^d. Action may be continued to the next Term of this Honorable Court and it is continued accordingly and the s^d. Parties have further Day &c.

Ephraim Chapin of Springfield in the County of Hampshire yeoman Plt. vs Benjamin Colton (the second of that name) of Springfield soper. yeoman and Wm. Robbins (the second of that name) of y^e s^d Springfield yeoman Def^t: in a plea of the Case for that the s^d Benjamin and Ebenezer at s^d Springfield on y^e second day of March Anno Domⁱ 1762 by their note of that date for Value received promised to said Ephraim to pay him fifty eight pounds lawful money by the first day of April then next with Interest from the time of payment till paid yet the s^d tho' often requested have never paid the same but unjustly neglect it to the Damage of the s^d Ephraim £50. The Plt. by John Worthington Esq^r in Att^r appears - And the s^d Def^t: by Cornelius Jones Gent. their Attorney come and defend and for Plea say that the Plt.'s Suit is bad and ought to be abated for that y^e Plt. in his Declaration alleges that the Def^t: have never paid the sum sued for but both not set forth that neither of the s^d Def^t: have not paid the same which he ought to have done all which the Def^t: are ready to verify and thereof the Def^t: pray Judgment and Judgment for their Cost - Thereupon the Promises being seen and by the Justices now here present fully weighed it appears to the said Justices that the Plt.'s is not bad but that the same is good and well brought and it is not abated - Saving the Plea in Abatement the Def^t: come and defend answering themselves liberty of making any new plea on the Trial of the Appeal say they never sealed the note declared on and thereof put themselves on the Country -

And the Plt. confuting says the def^t plea above pleaded and matters therein contained is an insufficient answer to his Declaration and by the Law of y^e Land he is not holden to answer thereto and this he is ready to verify and thereof pray Judgment and Judgment for his Damages and Cost - And they the Def^t: say their Plea is sufficient - Thereupon the Promises being further viewed and by the s^d Justices understood it appears to the s^d Justices that the plea aforesaid is not a sufficient Answer to the Plt.'s declaration and that he is not holden to.

It is therefore considered that the said Ephraim do recover against the s^d Benjamin and Ebenezer fourteen pounds thirteen shillings and nine pence one farthing lawful money Damages and one pound fifteen shillings & eleven pence like money allowed him for his Cost &c The s^d Def^t: by their s^d Attorney appeal from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with sureties as the Law directs for the Appellants prosecuting their Appeal with Effect as by the said Quittance on file appears -

Samuel Martindale late of Westfield in the County of Hampshire now of Greenfield in the said County yeoman Plt. vs Bigot Eggleston of a place commonly known by the name of Westfield River Branches in y^e same County yeoman Def^t: in a plea of the Case for that the said Bigot on the 9th day of Sept. last at said Westfield by his note for Value received promised the s^d Samuel to pay him three pounds (money) by the first of May then next with lawful Interest till paid yet said Bigot tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the Plt.'s Damage £10. The Plt. by John Worthington Esq^r in Att^r appears - The Def^t: being three Times publicly called makes default of Appearance here. It is therefore considered by the Court that the s^d Samuel do recover against the s^d Bigot three pounds, four shillings and two pence lawful money Damages and Cost of Court taxed at one pound fourteen shillings and seven pence - After all which the s^d Bigot by John Phelps Gent. his

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Meditation
or
Egerton
his Att. comes here and appeals from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield for and within the
County of Hampshire on the fourth Tuesday of Sept. next and he recognizes
with Sureties as the Law directs for the s^d Breyer prosecuting the Appeal with
effect as by the s^d Recognizance on file appears —

Whites
Exec^{rs}
or
Morgan
John Worthington Esq and Robert Brech Jun^r Gent. both of Springfield in s^d County
of Hampshire Plt. vs John Morgan of the said Springfield Jun^r & Gent. Def^t.
in a plea of the Case wherein they demand 47/2 which the Def^t. by his note
on the 20th of Augt 1762 promised them on demand with Interest but has not paid.
The Plt. appear. The Def^t. being three times publicly called makes default of
appearance here. It is therefore Considered by the Court that the Plt. do
recover against the Def^t. Fifty Shillings and six pence three farthings lawful
money Damages and Cost of Court taxed at one pound fourteen Shillings & pence

Mauch
or
Walker
Ebenzer Mauch Jun^r of Hadley in the County of Hampshire yeoman Plt. vs Edward
Walker of Hadley afores^d Husbandman Def^t. in a plea that the Def^t. renders to the
Plt. ninety Pounds lawful money which the Def^t. owes and unjustly detains from
the Plt. for that whereas the Def^t. on the second day of July A.D. 1762 at Hadley
afores^d by his bond of that date in Court to be produced bound Himself by s^d name
of Edward Walker of Union in the County of Windham in the Colony of Connecticut
in New England to the Plt. to pay him the said Sum of ninety pounds on demand
yet tho' often requested the Def^t. has not paid the same Sum or any part thereof
to the Plt. but denies to do it to the Plt. damage 100. ~ The Parties in this Case now
come into Court and here agree to submit this Case and all demands real and
personal which they have upon each other to the final determination & award
of Oliver Partridge Esq Ebenzer Hunt Gent. and Obadiah Dickinson Gent. (any
two of them) Arbitrators mutually chose by the said Parties & which said
Arbitrators are to hear the said Parties consider the matters submitted to them
as afores^d make their Award therein and return the same into this Court as
soon as may be And the Case is continued in the mean time —

Ingram
or
Ingram
Reuben Ingram of Amherst in the County of Hampshire yeoman Appellant
vs Elisha Ingram of the s^d Amherst yeoman Appellee from the Judgment of
Josiah Chauncy Esq one of his Majesty's Justices of y^e Peace for the s^d County at
a Trial before him at Amherst afores^d on the twenty day of September 1763
when and where the s^d Elisha was pl^t. and the said Reuben was def^t. in a plea
of the Case for that whereas at said Amherst on the 28th day of Sept. A.D. 1762 s^d
said Elisha and said Reuben accounted together of and concerning divers sums
of money before that time due from the said Reuben to the said Elisha on y^e stating
of which Account the s^d Reuben was found in arrear to the said Elisha in the
Sum of 14/5. and being so found in arrear he the said Reuben then and there
to wit on s^d 28th day of Sept. afores^d at Amherst afores^d in consideration thereof
promised s^d Elisha to pay him s^d Sum on demand yet tho' often requested
s^d Reuben hath never paid the same or any part thereof but unjustly neglect
it to the Damage of the s^d Elisha 20/- At which Trial upon the Issue that s^d
s^d Reuben owed the said Elisha Nothing in manner and form as the said
Elisha in his Declaration had alledged Judgment was rendered that the s^d
Elisha should recover ag^t s^d Reuben Six Shill. & five pence lawful money &
Costs & from which Judgment the s^d Reuben appealed to this Court and
recognized &c ~ And now the said Parties come here and are here at Issue on
the

the original Plea of the s^d Ruben that he oweth Nothing &c. And after a full hearing of the Pleas and Allegations of the Parties and all things relating to the Case being discussed The Case was committed to the Jury Mr. Jon. Cooke Jurman and fellows who returned their Verdict on Oath that they find for the Appellee Affirmation of the former Judgment with additional Costs —

It is therefore Considered by the Court that the s^d Elisha do recover ag^t the said Ruben six Shillings and five pence lawful money Damages and Cost of Court taxed at two pounds sixteen Shillings and a penny {Rat. in 24th Nov. 1763.

Freeborn Moulton of South Brimfield in the County of Hampshire yeoman Moulton v. Benjamin Skinner late of Springfield in s^d County yeoman def^t. in a Plea of the Case for that the s^d Benj^a (and one James Childs) at said Springfield on the seventh day of May last by their note for Value rec^d promised the Plt. to pay him the Sum of five pounds 10s. within two months and if not paid by the time of payment then with Interest until paid yet the s^d Benj^a and Soursap or either of them tho' often requested have not paid the s^d Sum to the Plt. but unjustly neglect to do it to his Damage &c. The Plt. by J^r Danielson Gent. his Att^r appears — The said Benj^a of Def^t. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the s^d Moulton do recover against the s^d Skinner five pounds twelve Shillings and two pence lawful money Damages and Cost of Court taxed at two pounds two Shillings.

After all which the said Benjamin by Cornelius Jones Gent. his Att^r comes here and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. next And he recognises with Sureties as the Law directs for the Appellant. prosecuting the Appeal with Effect as by the said Recognizance on file appears —

Benjamin Wait of Springfield in the County of Hampshire yeoman pl^t. v. Joel White Gent^r and Eunice his Wife Gentlewoman both of Bolton in s^d County of Hartford &c which s^d Eunice formerly Eunice Ely widow and Relict of John Ely late of s^d Springfield s^d Gent. de^d is Executrix of the last Will and Testament of the said John Ely de^d Def^t. in a plea of the Case wherein the Plt. demands three pounds which he says the s^d John Ely de^d on the first of April 1754 at s^d Springfield owed him the Def^t. for boating salt and other things according to the Plt. Account annexed to his Writ and in consideration thereof promised him s^d Plt. to pay him the same on demand which he never did tho' often requested nor has the s^d Executrix nor any with whom she has been married since s^d death of the s^d John ever paid the same which is to s^d Damages of the s^d Benj^a &c. — The Plt. by Cornelius Jones Gent. comes here — but the Def^t. do not come — Thereupon the Court having inspected the Plt. Writ and the Certificate of the Doings of the Sheriff therein it appears that there is no proper Service of the s^d Writ certified by the Officer to whom it was committed for Service It is therefore ordered that the Action be dismissed —

Nathan Johnson of Stafford in the County of Hartford in the Colony of Connecticut s^d Gent. Plt. v. Heneiah Cooley of Springfield in the County of Hampshire yeoman Cooley Def^t. in a plea of the Case for that the def^t. at said Springfield on the 23^d day of May 1763 by one note under his hand for Value received promised the Plt. six pounds fourteen Shill^g and six pence on demand with Interest &c. but tho' often requested the def^t. has not paid the same or any way fulfilled his s^d promise but unjustly neglects it to s^d Plt. Damages as he says. &c. — The Plt.

179- The Plt. by Cornelius Jones Gent. his Att. appears - The deft. being three times
Johnson publicly called makes default of appearance here. It is therefore considered by
Covley the Court that the said Nathan do recover against the s^d Hezekiah Six Pounds
Eighteen Shillings and five pence lawful money Damages and Cost of Court
taxed at Two pounds one Shilling and seven pence - After all which the s^d deft
by Moses Bliss Gent. his Attorney comes here and appeals from the Judgment of
this Court to the next Superior Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of September
next and he recognizes with Sureties as the Law directs for the said deft. pur-
suing his Appeal with Effect as by the said Recognizance on file appears -

William Childs Thomas Williams of Deerfield in the County of Hampshire Esq. Plt. vs Timothy
Childs of Greenfield in the same County Gent. Deft. in a plea of the Case
for that the s^d Timothy on the 27th of July 1761 by his note (at Deerfield afores^d)
for Value rec^d promised the Plt. to pay him or order Seventeen pounds 11/6 1/2 on
demand with the lawful Interest until paid Also for that the Deft. on the 23^d
of Sept. last at Deerfield aforesaid being indebted to the Plt. in the sum of
three Pounds 16/11 lawful money according to the Plt. account annexed to his Writ
for y^e Medicines and Attendance therein contained before that time delivered by
the Plt. to the Deft. at his request he the deft. then and there in consideration
thereof to the Plt. promised that he would pay the said sum to him on demand
yet the Deft. tho' often requested hath not paid s^d sum to the Plt. or any
part of either of them but wholly deny, to do it to the Damage of the said
Thomas £50 - The Plt. appears - And the s^d Timothy the Deft. by
John Worthington by his Att. comes and defends &c and reserving to himself
the liberty of making any new plea on the Trial on the Appeal now says
that the Plt. on Cortex and Bolus in the Plt. account mentioned did him more
hurt than Good and thereof puts himself on the Country - And the Plt. consenting
thereto by Joseph Hawley by his Att., says that the deft. plea above pleaded is
insufficient and that he is not holden to answer thereto which he is ready to prove
and thereof prays Judgment and that his Damages and Cost may be adjudged to
him - And the Deft. says his plea is sufficient - Thereupon the promises
being seen and by the Justices now here present fully understood it appears
to the said Justices that the aforesaid Plea of the afores^d Deft. is an insufficient
Answer in Law to the Plt. Declaration afores^d & that he ought not thereby to be
precluded &c - It is therefore considered by the said Justices that the said
Thomas do recover against the said Timothy Twenty three pounds sixteen
Shillings and one penny half penny lawful money Damages and Cost of
Court taxed at -

The Deft. by his s^d Att. appeals
from the Judgment of this Court to the next Superior Court of Judicature
to be holden at Springfield within and for the s^d County of Hampshire on
the fourth Tuesday of Sept. next and he recognizes with Sureties as the Law
directs for the Deft. pursuing the Appeal with Effect there as by the s^d
Recognizance on file appears -

Hathaway Simon Hathaway of Suffield in the County of Hampshire Gent. Plt. vs John
Willard of Great Barrington in the County of Berkshire yeoman Deft. in a
plea that the deft. owes to the Plt. Ten pounds 17/9 which he y^e deft. owes
the Plt. and unjustly detains from him and which the Plt. says he recovers
by the Consideration of the Justices of this Court at a former Term for Dam.
and

and Cost but the Deft. has never paid him the same & all which is more fully ^{stated} in the Plt. Writ on file - the Plt. by Cornelius Jones Gent. his Att. appears ^{or} ^{Willard} the Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the s^d Hathaway do recover against the said Willard Ten Pounds, Seventeen Shillings and nine pence lawful money debt and Cost of Court taxed at two pounds 4/11. - Exec. J^s. 9th April 1764

Edward Green of Boston in the County of Suffolk merchant Plt. vs James Sloan ^{Green} ^{or} ^{Sloan} Husbandman in the County of Hampshire Husbandman Deft. in a plea of Trespass on the re for that said James on the fifth day of Feb^y 1756 at s^d Northampton by his Att. for Value rec^d promised one Ebenezer Moulton of Brimfield to pay him or his order three pounds 12/5. on the first of July then next with the lawful Interest & paid And the said Ebenezer on the said fifth day of February afores^d at Northampton afores^d by his Indorsement in writing with his own hand subscribed on the back of s^d note ordered the Contents thereof then and now unpaid, to be paid to the s^d Edward or his Order for Value rec^d of him, of which s^d Indorsement said James afterwards there on the same fifth of February afores^d had notice, by reason whereof he became liable to pay to y^e said Edw^d y^e Contents of said note according to the tenor thereof And being so liable the s^d James there afterwards on the same Day in Consideration thereof promised the Plt. to pay him the s^d sum and Interest afores^d according to the tenor of y^e s^d Note & Indorsement afores^d. At the often requested has never paid it but denies to do it to the Damage of the said Green &c. - The Plt. by Samuel Hitchcock his Att. appears

And James Sloan Jun^r of Pelham in the County of Hampshire Husbandman whose goods were attached in the service of this Writ by Joseph Hawley of his Att. comes and defends, &c. and says that this Writ ought to be abated in that he says he is James Sloan Jun^r of s^d James Town of Pelham and ought to be called James Sloan Jun^r in all Writs wherein there is occasion to name him and ought to have been so called at the time of the Purchase ~~and~~ of this Writ and not James Sloan without the addition of Jun^r because there then was and now is a James Sloan of s^d James Town Husbandman who is by many years ~~the~~ Elder than James Sloan Jun^r. So and he prays Judgment therefore that the s^d Writ may be quashed and he allowed his Cost - Thereupon y^e premises being seen and by the Justices here present understood it seems to y^e Justices that the Plt. Writ is bad and not well brought - It is therefore Considered that the s^d Writ be, and it hereby is abated - And the Deft. is allowed his Cost &c. The s^d Deft. by his s^d Att. acknowledges he has rec^d his legal Costs in this case

Edward Green of Boston in the County of Suffolk merchant Plt. vs Abner Forsely of ^{Denn} ^{or} ^{Forsely} Brimfield in the County of Hampshire Husbandman Deft. in a plea of Trespass on y^e Case for that the said Abner on the 26th day of February 1756 at said Northampton by his note for Value rec^d promised one Ebenezer Moulton to pay to him or his order six pounds lawful money on demand with lawful Interest until paid - And afterwards there on the same day the said Ebenezer by his Indorsement in writing on the back of s^d note with his own hand subscribed ordered the Contents of said note then and now unpaid, to be paid to the Plt. or his order for Value rec^d of him of which s^d Indorsement the said Abner there afterwards on the same day had notice By reason all which the s^d Abner became liable to pay the said sum and the Interest thereof to the s^d Edward according to y^e tenor of the said note and the Indorsement afores^d and in Consideration thereof the s^d Abner there afterwards on the same day promised the s^d Edward to pay him the same accordingly yet the often requested the s^d Abner has not paid the same or in any manner performed his ^{said}

180.
Green
or
sonly } his said Promise but unjustly deny, to wit to the Damage of the s^d Edward £10 -
The Mt. by Samuel Fitch Esq^r his Attorney appears - The Deft. being three times pub-
licly called to come into Court makes default of Appearance here -

It is therefore Considered by the Court that the said Edward do recover
against the said Abner Eight Pounds fifteen shillings and Seven pence one
farthing lawful money Damages and Cost of Court taxed at Three Pounds and Seven
pence - After all which the said Abner by Timothy Daniel Esq^r Gent. his Att^r
comes into Court and appeals from the Judgment of this Court to the next
Superior Court of Judicature to be holden at Springfield within and for the
County of Hampshire on the fourth Tuesday of September next and he recog-
nized with sureties as the Law directs for the said Abner prosecuting his
Appeal with Effect as by the said Recognizance on file appears -

Idem
Fuller } Edward Green of Boston in the County of Suffolk Merchant Mt. vs Abraham
Fuller of South Brimfield in the County of Hampshire Husbandman Deft. in a
plea of Trespass on the Case for that the said Abraham at s^d Northampton on the Sixth
day of February A^d 1756 by his note for Value received promised one Ebenezer Moulton
to pay to him or his Order one pound 16^d lawful money on demand with lawful
Interest for y^e same until paid And the said Ebenezer afterwards on the same day
at Northampton afores^d by his Indorsement in writing on the back of s^d note with his
proper hand subscribed ordered the Contents of s^d Note then and now unpaid, to be
paid to the said Edward the Mt. for Value rec^d of him of which s^d Indorsement y^e
said Abraham there afterwards on the same day had notice by Reason of all which
the said Abraham became liable to pay the s^d sum mentioned in the s^d note and
the Interest thereof to the s^d Edward according to the Tenor and Effect of the said
note and the Indorsement afores^d And in Consideration thereof there afterwards
on the same day the said Abraham promised the s^d Edward to pay him y^e same
accordingly yet the said Abraham tho' often requested hath not in any
manner fulfilled his said Promise but deny, to wit to the Damage of the s^d
Edward £3 - The Mt. by Samuel Fitch Esq^r his Att^r appears - The Deft. tho'
three times publicly called to come into Court doth not come but makes
default of Appearance here. It is therefore Considered by the Court that
the said Edward do recover against the said Abraham Thirty eight Shill:
lawful money Damages and Cost of Court taxed at three pounds one shilling
and Eleven pence - After all which the said Abraham by John Worthington
Esq^r his Attorney comes here and appeals from the Judgment of this Court
to the next Superior Court of Judicature to be holden at Springfield within and
for the County of Hampshire on the fourth Tuesday of September next and he
Recognizes with sureties as the Law directs for the Appellant's prosecuting
the Appeal with Effect as by the said Recognizance on file appears -

Idem
Trigzell } Edward Green of Boston in the County of Suffolk merchant Mt. vs James Trigzell
of South Brimfield in the County of Hampshire Cooper Deft. in a plea of Trespass
on the Case wherein the Mt. demands four pounds 1/7 which the deff. on the 10th
of June 1762 by his note promised to one Ebenezer Moulton or his Order by the
first day of Sept. then next, which y^e Ebenezer afterwards ordered to y^e Mt. but
the Deft. has not paid him the same. The Mt. by Samuel Fitch Esq^r his
Att^r appears - The Deft. being three times publicly called makes default
of Appearance here. It is therefore Considered by the Court that the said
Edward do recover against the said James four pounds eight shillings &
five pence lawful money Damages and Cost of Court taxed at three pounds
one shilling and three pence.
Racon is. 20th Dec. 1763. -

Edward Green of Boston in the County of Suffolk Merchant Plt. vs David Lyon of ^{Green} ^{or} ^{Lyon}
Wilbraham in the County of Hampshire Husbandman Deft. in a plea of Trespass on the Case wherein the Plt. demands two pounds 7/7 which the deft. on the 25th of June 1762 by his note promised to one Ebenezer Moulton or his Order by the first Day of September then next with the Interest till paid which s^r Lyon and J^r Judson then and now unpaid the s^r Ebenezer ordered to the Plt. but the Deft. has not paid the same &c. The Plt. by Samuel Fitch Esq. of his Att^r. appears, the Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the said Edward do recover against the said David Fifty one Shillings and five pence three farthings lawful money Damages and Cost of Court taxed at three pounds and nine pence. Execⁿ Is^d. 28th Dec^r. 1763.

Edward Green of Boston in the County of Suffolk Merchant Plt. vs Lewis Langdon of ^{Idem} ^{or} ^{Langdon}
Springfield Wilbraham in the County of Hampshire Housewright Deft. in a plea of the Case wherein the Plt. demands two pounds and two pence which the deft. on the 25th of June 1762 by his note promised to one Ebenezer Moulton or his Order by the first Day of September then next with Interest and which the s^r Ebenezer afterwards ordered to be paid to the Plt. &c. but the deft. has not paid the same. The Plt. by Samuel Fitch Esq. of his Att^r. appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the said Edward do recover against the said Lewis forty three Shillings and five pence half penny lawful money Damages and Cost of Court taxed at three pounds and three pence. Execⁿ Is^d. 28th Dec^r. 1763.

Edward Green of Boston in the County of Suffolk Merchant Plt. vs Reuben Selley of ^{Idem} ^{or} ^{Selley}
Brimfield in the County of Hampshire Bricks Layer Deft. in a plea of Trespass on the Case for that said Reuben on the fourth of August 1762 at said Northampton by his note for Value rec^d. promised one Ebenezer Moulton to pay him or his order Ten pounds s^t. by the first of December then next with the lawful Interest until paid and the s^r Ebenezer afterwards on the same Day at Northampton afores^d. by his Indorsement in Writing on the back of s^r. note with his own hand subscribed ordered the contents of the same note, then and now wholly due, to be paid to the said Edward or his order for Value rec^d. of him, of all which the s^r Reuben there afterwards on the same Day had Notice and by Reason thereof the s^r Reuben became liable to pay the s^r Edward the said Sum mentioned in the said note with the Interest thereof according to the tenor of the said note and of Indorsement afores^d. and being so liable the s^r Reuben there afterwards on the same Day in Consideration thereof promised the said Edward to pay him the same accordingly but tho^s often requested the s^r Reuben has never paid the same or any way fulfilled his s^r. promise but unjustly neglects to do it to the Damage of the s^r Edward £12. 0. The Plt. by Sam^l. Fitch Esq. of his Att^r. appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the said Edward do recover against the said Reuben Ten pounds, sixteen Shillings and three Pence three farthings lawful money Damages and Cost of Court taxed at two pounds, nineteen Shillings and eleven pence. After all which the said Reuben by Moses Blip Gent. his Att^r. comes here and appeals from the Judgment of this Court to the next Superior Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant prosecuting his Appeal with Effect as by the said Record on file it appears.

181-
Green
or
Mihell } Edward Green of Boston in the County of Suffolk Merchant Plt. vs Nathaniel Mighell
of Springfield in the County of Hampshire weaver Deft. in a plea of Trespass on the Case
wherin the Plt. demands Seven pounds three Shillings and nine pence which y^e Deft.
on the sixth of August 1762 by his note promised one Ebenezer Moulton to pay him
or his Order by the first of March then next with Interest for y^e same till paid and
the same being unpaid the said Ebenezer ordered the Contents thereof to y^e Plt. but y^e Deft.
has never paid the same &c The Plt. by Samuel Hitch by his Att^r appears.
The Deft. being three times publicly called makes default of Appearance here.

It is therefore Considered by the Court that the said Edward do recover ag^t
the said Nathaniel Seven pounds fourteen Shillings and five pence half penny
lawful money Damages and Cost of Court taxed at Three pounds and seven pence
Exon J^r. 20th Dec^r. 1763.

Edm
Chaffer } Edward Green of Boston in the County of Suffolk Merchant Plt. vs Asa Chaffer of
Willbraham in the County of Hampshire Husband on a deft. in a plea of Trespass
on the Case for that the said Asa on the 11th day of July 1760 by his note for Value
received (at Northampton afores^e.) promised one Ebenezer Moulton to pay to him
or his order nine pounds 15^s. money on demand with lawful Interest for y^e same
till paid And the s^d Ebenezer there afterwards on the same day by his Indorse-
ment in Writing on the back of s^d note subscribed with his own Hand ordered the
Contents of s^d Note then and now unpaid, to be paid to the s^d Edward for Value
rec^d. of him, of which the said Asa there afterwards on the same day had Notice
by Reason of all which the s^d Asa became liable to pay the s^d Sum and the
Interest thereof to the s^d Edward according to the Tenor of y^e same note and the
Indorsement afores^e. And being soliable the said Asa there afterwards on y^e
same day in Consideration thereof promised the said Edward to pay him the
same accordingly Yet the said Asa tho' often thereto requested hath never
paid the same or any Part thereof but neglects it to the Damage of the s^d
Edward &c 13^s. The Plt. by Samuel Hitch by his Att^r appears - The
Deft. by Cornelius Jones Gent. his Attorney comes and defends & and offers
a plea in Abatement of the Plt. Writ & it is ordered that the same Writ be
amended - And now the deft. comes and defends, and for plea says, that the
Note declared on is not his Act and Deed and thereof puts himself on y^e Country.

And the said Edward says, that the deft^r plea above pleaded and y^e matters
therein contained is insufficient in Law and that he is not holden by Law
to answer thereto All which he is ready to prove wherefore he prays Judgment
for his Damages and Costs And the deft. says his plea is sufficient.
Whereupon the Premises being seen and by the Justices now here present fully
understood it appears to the said Justices that the afores^e plea of y^e afores^e
Deft. is insufficient in Law to preclude the Plt. of his Damages &c

It is therefore Considered by the Court that the s^d Edward recover
against the said Asa Eleven pounds fourteen Shillings and one farthing
lawful money Damages and Cost of Court taxed at Three pounds & nine
pence - The s^d Asa by his said Attorney appeals from the Judgment
of this Court to the next Superior Court of Judicature & to be holden at
Springfield within and for the County of Hampshire on the fourth
Tuesday of September next and he relays with Sureties as y^e Law
directs for the Appellant's prosecuting his Appeal with effect as by s^d
Recognizance on file it appears

Edward Green of Boston in the County of Suffolk Merchant Plt. vs Nathaniel Munger
of Morfou in the County of Hampshire yeoman Deft. in a plea of Trepass on
the Case wherein the Plt. demands two pounds 1/4 which the Deft. on the 25th of
March 1755 by his note promised one Ebenezer Moulton to pay to him or his
order by the first of August then next with the lawful Interest untill paid who
afterwards ordered the Deft. to pay the same to y^e Plt. for value rec^d. of him but
the Deft. deny, doo it &c — The Plt. by Samuel Titch Esq. his Attorney appears.
The Deft. being three times publicly called makes default of Appearance here.

It is therefore Considered by the Court that the said Edward do recover
against the said Nathaniel One pound ten shillings and ten pence half penny
lawful money Damages and Cost of Court taxed at two pounds nineteen
shillings and eleven pence —
Exon is. 20th Dec. 1763 —

Ebenezer Moulton of South Brimfield in the County of Hampshire Clerk Plt. vs
Nathan Munger of the same Place Housewright Deft. in a plea of Trepass on
the Case wherein the Plt. demands Six pounds which the Deft. on the ninth of Jan^y
1757 by his note promised the said Ebenezer to pay him by y^e 15th of September then
next yet he never has paid it to this day — The Plt. by Samuel Titch Esq. his Att^y
appears — The Deft. being three times publicly called makes default of appearance
here — It is therefore Considered by the Court that the Plt. do recover against the
Deft. Six pounds lawful money Damages & Cost of Court taxed at two pounds 2/10
Exon is. 14th April 1764.

Ebenezer Moulton of South Brimfield & Clerk Plt. vs Ebenezer Luce of Western in the
County of Worcester Housewright Deft. in a plea of the Case demanding three pounds 8/9
due by the Deft. note &c as is at large declared on file — The Plt. in this Case being now
three times publicly called to come into Court & is Nonuit and the Deft. likewise
defaulted — The Action is therefore dismissed —

John Melvill of Boston in the County of Suffolk Merchant only surviving
partner of the late Company of Allan and John Melvill of said Boston Merchants Plt. vs
Eliaser Burt of Northampton in the County of Hampshire Trader Deft. in
a plea of Trepass on the Case for that the said Eliaser on the 16th day of May
1760 at said Northampton being indebted to the said Allan and John Melvill
the Sum of Twenty four pounds 10/9 3/4 lawful Money according to the Account on
file then and there promised to pay them the same or demand And the said John
says that the said Allan was then living and in Partnership with him but is
since deceased: yet the s^d Eliaser hath never paid the s^d Sum or any way performed
in s^d Promise but neglects it to y^e Damages of the s^d John £30. — The Plt. by Sam^l
Titch Esq. his Attorney appears — The Deft. this three times publicly called to come
into Court makes default of Appearance here. It is therefore Considered by
the Court that the s^d John do recover against the s^d Eliaser Twenty four pounds
ten shillings and nine pence three farthings lawful money Damages and Cost
of Court taxed at two pounds fifteen shillings and three pence. Afterwards
now at this same Term comes here the said Eliaser and Appeals from y^e Judgment
of this Court to the Superior Court of Judicature to be holden at Springfield for &
within the County of Hampshire on the fourth Tuesday of September next, shew-
ing with Justice as the law directs to prosecute the Appeal with Effect as by
the said Recogⁿissance on file it appears —

Phineas Perkins of a place called the wedge of Land (in no town but) in the
County of Hartford in the Colony of Connecticut yeoman and Tabitha his Wife who
was late Tabitha Grainger having commenced their Suit against Abel Leonard of
Springfield
Leonard
Perkins
vs Leonard

182 Leonard } Springfield in the County of Hampshire yeoman and Hannah his wife who was
Parkins } lately Hannah Webber for the recovery of thirty Pounds for labor and service done by
et alior } the P. Tabitha while sole summoned for the P. Hannah while sole and unmarried
as may be seen in the Writ but discontinuing their s. Suit the s. Leonard comes
shumbly pray, he may have his Costs - It is therefore considered by the Court that
the said Leonard do recover against the s. Parkins and his wife Tabitha their Costs
taxed at three Pounds five Shillings lawful money - Given in 21st Feb^y 1764 -

Pease } Joseph Pease of Suffield Dlt. vs Jonathan Worthington and others Deft. therefore
not having reported, the s. Parties come and pray that the Action may be further
continued under the rule entered into at the last term, until the term of Court of the
second Tuesday of February next, it is continued accordingly -

Stodour } Solomon Stodour of Northampton who sues as well for the King as for himself Dlt.
vs Eliakim Sacket of Westfield Deft. This Action is further continued at the motion
of the Parties until the second Tuesday of February next at Northampton -

Gibbs } Abraham Gibbs of Greenwich yeoman Dlt. vs Joseph Higgins of Hardwick yeoman
vs Higgins } Deft. upon the motion of the Parties this Action is further continued under a rule
entered into at the last Term of the Court until the next Term of the Court -

Elly } Joel Elly yeoman and Benjamin Leonard Jun. yeoman both of Springfield in
vs } the County of Hampshire Dlt. vs John Townley of Hartford in the County of Hartford
vs Townley } & Colony of Connecticut merchant Deft. in a plea of the Case &c. at large de-
clared in the Dlt. Writ - The Parties come before the Court of the Lord the King shumbly
pray that they may have a further day before the Lord the King now here until the
second Tuesday of February next ensuing it is granted them -

The foregoing Judgments being made & recorded
the said Court was adjourned without Day -

Attest W^m Williams Clerks -

At his Majesty's Court of General Sessions of y^e peace
holden at Northampton in and for the County of Hamp-
shire on the Second Tuesday of November, being the
Eighth day of y^e said month, anno Domini 1763

Court
of
Sessions
Nov^r
Term

Present

Israel Williams Esq
Timothy Dwight Esq
John Worthington Esq
Josiah Dwight Esq
Joseph Hawley Esq
Tim Dwight Esq
Samuel Mather Esq
Thomas Williams Esq
Josiah Chauncy Esq
Eliaser Porter Esq

Jury for Trials
Jon^a Cooke foreman
Ebene^r Hitchcock
Abel Cooley
Stephen Baker
Charles Clap
Daniel Morton
John Field
John Lee
Eliakim Sacket
Phebe^s Haines
Elijah Hunt
Simon Parsons } detail:
 circum:

Grand Jurors
Salah Barnard foreman
Aaron Colton
Samuel Palmer
Jonathan Strong Jun^r
Elihu Clap
Elijah Morton
Elisha Hubbard
Nehemiah Gaylord
Daniel Kellogg
Nath^l Wells absent -
Stephen Fowler
James Sherman
Moses Hitchcock - absent -
Jon^a Russell
Ebenzer Harvey

This Jury attended four days -
{ Mr. Sheriff Wright of Northampton
attended the Jury

Charles Colton of Springfield yeoman appellant on Ebenezer Stebbins 2^d and
one of the Constables of the same Springfield & Appellee as appears at large
on Record of this Court at the last February Term - And it is ordered by the Justices
of this Court now here present that the Case further lie until the next Term of the
Court then to be heard and considered &c

Colton
appell^t
Stebbins
appell^d

It is ordered by the Justices now here present that the Petition of Sildyman
and others at large recorded with the Record of the last February Term of this Court
in Court having now considered the same, shall be thereby it is dismissed

Syman
and others
Petition

It is ordered by the Justices of this Court now here present that the Petition
of Joseph Root and others at large on Record of the Court at their Session May last
and also the Petition of Benjamin Haffings and others on record of the last Term
be further continued to the next Term of this Court &c

Root &
others
Petition
Haffings
& others
Petition

Aaron Thing of Westfield & Complainant on The Apseors of the 2^d Town for the
year 1763 def^t as appears at large on Record of the two last preceding Terms
of this Court And the said Aaron the Compt^t and the said Apseors now come
here And after a full hearing of their respective pleas and Allegations and
the several Matters touching the Case being fully disputed forasmuch as it seems
to the Justices now here present that the said Aaron is overrated in the said
Apsements mentioned in his Complaint &c It is therefore Considered that the
same Aaron be abated of the Sum set on Him in the said Apsements the
Sum of one pound Eleven Shillings and three pence and that the same Sum
together with the further Sum of three Pounds Seven Shillings and eight pence
allowed Him by the Court for his Costs &c be reimbursed and paid Him out of
the Town Treasury of the Town of Westfield afores^d & that an Order may go accordingly -

Thing
Westfield
Apseors
for 1763

Order to the Treasurer of 2^d Town of Westfield
1764

183- ^{William} ^{James} ^{others} ^{Petition} ^{now} ^{also} ^{by} ^{Eliza} ^{Hubbard} ^{German} ^{and} ^{Perez} ^{Graves} ^{German} ^{their} ^{Agents} ^{were} ^{here} ^{And} ^{the} ^{s^d} ^{Agents} ^{by} ^{their} ^{learned} ^{Council} ^{come} ^{and} ^{say} ^{that} ^{this} ^{Court} ^{hath} ^{no} ^{Cognizance} ^{of} ^{this} ^{matter} ^{and} ^{humbly} ^{pray} ^{that} ^{this} ^{Court} ^{will} ^{take} ^{no} ^{further} ^{Cognizance} ^{of} ^{the} ^{same} ^{Petition} ^{and} ^{that} ^{the} ^{said} ^{Petition} ^{may} ^{be} ^{dis-} ^{miss'd} - Thereupon the premises being seen and by the Justices of the Lord the King here present fully understood it appears to the s^d Justices that this Court hath no Cognizance of the s^d Petition - It is therefore ordered that it be dismissed -

^{Blodget} ^{Joseph} ^{Blodget} ^{Esq^r} ^{Compt^r} ⁱⁿ ^{the} ^{Affesment} ^{of} ^{South} ^{Brimfield} [&] ^{as} ^{is} ^{at} ^{large} ^{set} ^{forth} ^{on} ^{Record} ^{of} ^{the} ^{last} ^{Term} - And now the s^d Joseph comes here - And the s^d ^{Affesment} ^{or} ^{Anthony} ^{Needham} ^{and} ^{Humphry} ^{Cram} ^{also} ^{were} ^{here} - And the s^d Parties being fully heard touching the Premises and upon mature Deliberation thereof had forasmuch as it appears to the said Court that the s^d Joseph is over rated in the Affesment mentioned in the s^d Complaint - It is therefore considered that the s^d Joseph shall be and he hereby is abated the sum of eight Pence lawful money of y^e sum set on him in the s^d Affesment - And that y^e eight Pence together with the further sum of two Pounds 6¹¹ allowed him for his Costs be reimbursed and paid to him the said Joseph out of the Treasury of y^e s^d South Brimfield and he may have an Order accordingly.
Order on the Treas^y of y^e s^d Brimfield y^e 17 Feb^y 1764

^{Davis} ^{Trustum} ^{Davis} ^{German} ^{Compt^r} ⁱⁿ ^{the} ^{Affesment} ^{of} ^{South} ^{Brimfield} [&] ^{as} ^{it} ^{may} ^{be} ^{seen} ^{recorded} ^{at} ^{large} ^{with} ^{the} ^{Records} ^{of} ^{the} ^{Last} ^{Term} ^{of} ^{this} ^{Court} - & the said ^{Trustum} ^{now} ^{comes} ^{here} - And the s^d Affesment also by Anthony Needham and Humphry Cram now come here and plead that the s^d Trustum is not rated more than his proportion with others according to the rules given by Law for this purpose in the said Affesment & And after a full hearing of the s^d Parties by their learned Council and upon mature Deliberation by the Justices now here present had of the Premises because it appears to them that the s^d Trustum is rated more than his proportion with others in the s^d Affesment It is there considered that the said Trustum shall be and hereby he is abated of the sum set upon him in the said Affesment the sum of four pence lawful money and it is also considered that y^e said Trustum be reimbursed And paid the sum ^{out} of y^e ^{treasury} of y^e s^d South Brimfield together with the Costs of this suit taxed at Two pounds 6¹¹ and he may have his Order accordingly.
Order on s^d Treas^y y^e 16th Feb^y 1764

^{Kendall} ^{Humbly} ^{shews} ^{Samuel} ^{Kendall} ^{of} ^{New} ^{Salom} ⁱⁿ ^{the} ^{County} ^{of} ^{Hampshire} ^{Clerk} ^{that} ^{the} ^{s^d} ^{Samuel} ^{has} ^{long} ^{been} ^{and} ^{now} ^{is} ^{the} ^{minister} ^{of} ^{the} ^{Inhabitants} ^{of} ^{said} ^{District} ^{of} ^{New} ^{Salom} ^{and} ^{the} ^{Minister} ^{of} ^{the} ^{Church} ^{of} ^{Christ} ⁱⁿ ^{said} ^{New} ^{Salom} ^{And} ^{that} ^{he} ^{has} ^{been} ^{duly} ^{chosen} ^{and} ^{called} ^{to} ^{dispense} ^{the} ^{Word} ^{of} ^{God} ^{and} ^{to} ^{administer} ^{divine} ^{Ordinances} ^{to} ^{the} ^{said} ^{Inhabitants} ^{and} ^{to} ^{s^d} ^{Church} ^{according} ^{to} ^{the} ^{Law} ^{of} ^{this} ^{Province} ⁱⁿ ^{such} ^{Cases} ^{provided} ^{And} ^{that} ^{he} ^{the} ^{said} ^{Samuel} ^{is} ^{able} ^{learned} ^{orthodox} ^{pious} ^{and} ^{of} ^{good} ^{Conversation} ^{and} ^{every} ^{way} ^{qualifi} ^{for} ^a ^{Minister} ^{according} ^{by} ^{Word} ^{of} ^{God} ^{and} ^{the} ^{Law} ^{of} ^{this} ^{Province} ⁱⁿ ^{such} ^{Cases} ^{provided} ^{And} ^{the} ^{said} ^{Samuel} ^{further} ^{shews} ^{and} ^{complains} ^{to} ^{your} ^{Honor} ^{that} ^{there} ^{is} ^{no} ^{contract} ^{or} ^{agreement} ^{made} ⁱⁿ ^{New} ^{Salom} ^{or} ^{between} ^{Him} ^{the} ^{said} ^{Samuel} ^{and} ^{the} ^{Inhabitants} ^{of} ^{said} ^{New} ^{Salom} ^{respecting} ^{the} ^{support} ^{and} ^{maintenance} ^{of} ^{the} ^{s^d} ^{Samuel} ⁱⁿ ^{the} ^{said} ^{Ministry} ^{And} ^{that} ^{the} ^{Inhabitants} ^{of} ^{s^d}

of said New Salem have long neglected and still wholly neglect to make any
utable Provision for your Complainant's Support and Maintenance in his said
Ministry - Your Complainant therefore prays your Honors to take into your Consideration
your Complainant's Situation and provide for him such Remedy and
Relief in the Premises as you shall find agreeable to Justice and the Law of this
Province in such Cases provided and as his Duty Bound shall ever pray to

Kendall
New Salem

Read and **Ordered** That the Inhabitants of said New Salem be notified by Writ
directed to the Sheriff or his Deputy for this purpose to appear at the next Court of
General Sessions of the peace to be holden at Northampton within and for the
County of Hampshire on the Second Tuesday of February next to answer to the
fore-said Complaint and to shew cause if any they have wherefore the s^d Samuel
should not be relieved in the premises in manner as by law of this province is provided in such Cases -

The Grand Jurors for the Lord the King for the body of the County of Hampshire Do
in their oaths present That William Boltwood of Amherst in the County aforesaid
on the last day of June last past at said Amherst did wittingly & willingly
hunt and kill one wild deer and then and there had in his possession the raw
flesh and raw skin of a Wild Deer killed since the 21st day of December last
contrary to a Law of this province in such Cases made & provided
the Peace of s^d Lord the King his Crown and Dignity - Which Offensement was
made at the last may Term & signed John Hawks foreman

D. Rea
Boltwood

And now the said William comes into Court being under recognizance for
this purpose, and is set to the bar, & being put to plead to the Premises he pleads that
he is not guilty and thereof puts himself upon the Country - A Jury being sworn
according to Law to try the Issue between our sovereign Lord the King & the deft
after a full hearing Return their Verdict therein that in they on their oaths say
the Deft is guilty - It is therefore Considered by the Court that the said William
shall pay a fine of ten pounds to be y^t one moiety thereof to the King for y^e Support of
Government & the other moiety to James Hulbert of Pelham (original Informer) &
cost of this prosecution taxed at three pounds 18/6 standing Committed & thereupon
the s^d William declares he cannot pay the fine afores^d - It is therefore further ordered
that the s^d William be disposed of in service to any of his Maj^y's liege Subjects for two
months commencing from the time of his discharge from the aforesaid
Commitment for Cost - Sold to L. Obadiah Dickinson for 6/-

John Worthington Esq Attorney for the Lord the King in this behalf here in
this Court instantly informs and gives this Court to understand that James
Calhoun of Granville in the County of Hampshire yeoman on the 13th day of
January last at said Granville did wittingly and voluntarily kill one wild Deer
and then and there had in his possession the raw flesh and raw skin of a wild
Deer killed since the 21st day of December last contrary to the Law of this province
that Case provided the peace of the said Lord the King his Crown & Dignity -
Which Information was filed at the last Term of this Court & signed by the s^d Attorney
And the s^d Attorney now comes here - And the s^d James comes before this Court, being
aid by recognizance for this purpose, and being put to plead and answer to the premises
confesses that he is guilty - It is therefore Considered by the Court that the s^d James
shall pay a fine of ten pounds to be to his Majesty for y^e Support of the Government &
and Cost of Prosecution taxed at two pounds 18/6 standing Committed & the s^d
James immediately thereupon declares that he cannot pay y^e fine. It is further
Considered that he shall be sold to any of his Majesty's liege Subjects disposed to buy him
for y^e space of two months commencing from the time of his discharge from y^e aforesaid
Commitment for Cost in order to make satisfaction for his Offense afores^d

D. Rea
Calhoun

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In
Barlow
John Worthington Esq Attorney for our Sovereign Lord the King in this behalf here in-
stantly inform and give this Court to understand that Nathan Barlow of Granville
in the County of Hampshire yeoman on the 12th day of January last at s^r Granville
did wickedly and Voluntarily kill one wild Deer and then and there had in his
Possession the raw flesh and raw skin of a Wild Deer killed since the 21st day of Dec^r
last contrary to the Law of this province in that Case provided the peace of the said
Lord the King his Crown and Dignity. Which Information was given & filed at s^r
last Term of this Court ~ And now the said Attorney for s^r Lord the King comes here
And the said Nathan Barlow comes before the Court now here (being held by recognizance
for this purpose) and being plead d He immediately confesses that he is guilty of
the Premises It is therefore Considered by the Court that the s^r Nathan shall
pay a fine of ten pounds to be to his Majesty for the Support of the Government &
and Cost of Prosecution taxed at s^r 2. 19. 10. standing Committed d Which said
fine the s^r Nathan declares here that he cannot pay It is further Considered therefore
that he shall be sold to any of his Majesty's liege Subjects for the space of two months
commencing from the time of his discharge from the afores^d Commitment for Cost
in order to satisfy by Service of his s^r Offence ~ sold to Charles Burt accordingly for 15/-

Idem
in
Read
The Grand Jurors of our Sovereign Lord the King for the body of the County of Hampshire
do on their Oaths present James Read a transient person now residing in Spring-
field in the Said County yeoman and Roger Bagge of Westfield in the same County
yeoman for that they the said James and Roger at said Springfield on the 19th
day of August current in the night time of the same day did with force & Arms meet
and Conspire together to break and disturb the peace of the said Lord the King and
to commit and perpetrate divers Trespases against divers liege Subjects of the said
Lord the King privately and secretly And also for that the said James and Roger at
said Springfield on the same 19th day of August afores^d in the night time of same
day silently and privately with force and Arms did break and enter a brick school house
the Property of the Inhabitants of the said Town of Springfield and being so entered did
then and there with force and Arms as afores^d pull down take and carry away off its
Hinges the Door of the same School House and throw the same into a brook running near
thereby and took and carried away a Table of the s^r Inhabitants and divers books
out of the said House and also did then and there secretly and privately with
force and Arms as afores^d pull up take and carry away divers Bridges of divers of s^r
Inhabitants of s^r Springfield over the same brook being that is to say One
Bridge belonging to the Heirs of Luke Bliss late of s^r Springfield Gent. deceased
Also one other bridge the Property of James Warriner of s^r Springfield and one other
bridge the Property of Messrs Church of s^r Springfield also one other Bridge of Daniel
Lombard of s^r Springfield And also one other Bridge of Robert Brooks Clerk of said
Springfield And also one other bridge of Daniel Parsons of s^r Springfield And also for
that they the said James and Roger did then and there secretly and privately with
force and Arms as afores^d take and carry away a Cart Draught and sled of the s^r
Daniel Parsons into the Public Street or Highway and overturn and leave the same in
the said Street and Highway And other enormities then and there did contrary
to Law against the Peace of the said Lord the King his Crown & Dignity ~
Which Presentment was found at the last Term of this Court signed Salah Barnard foreman
And now the s^r James Read comes before the Court (being held by recognizance for this
purpose) and being set to the Bar and put to plead and answer to the Premises he pleads
that he is guilty thereof ~ It is therefore Considered by the Court that the s^r James shall
pay a fine of ten shillings to be to his Majesty for the Support of the Government & and

Cost of prosecution taxed at one pound nineteen shillings and four pence. It is also £. Read
 further considered that the 2^d Juries find sureties or a sufficient surety in the sum of 12
 pounds for the good behaviour for the term of three months from this time standing Read
 committed to 2^d Juries find sureties or a sufficient surety in the sum of 12 pounds for the good behaviour for the term of three months from this time standing Read

The abovesaid James Read principal in the sum of £10. Jen:
 niah Snow of Springfield and Moses Bagg of Westfield Sureties in the sum of £10. {Newy:
 we here recognize to our sovereign Lord the King to be forfeited in case the s^d. James {pizans
 do not keep the peace and be of y^e good Behaviour towards all his Majesty's liege Subjects
 in the term of three months from this time otherwise not —

And now the said Roger Bayg also comes before the Court (being held by ² Deon
recognition for this very purpose) and the s^d Roger being set to the bar and put to
plead and answer to the fore recited presentment he pleads that he is guilty — Bayg

It is therefore Considered by the Court that the said Roger for his s^d Offence shall pay a fine of ten shillings to be to his Majesty for the support of the Government & and Cost of Prosecution taxed at Two pounds and four pence & it is also further ordered that the s^d Roger find sureties or a sufficient surety in the sum of ten pounds for his keeping the peace & for the space of three months from this time standing committed &c.

The said Roger Bayg and Seroniah Snow and Moses Bayg above named (Newy: here before the Court acknowledge themselves Indebted to the King in these Sums viz y.^e 1.st (vizd) Roger Principal in the Sum of £10. the 2.^d Seroniah and Moses in the Sum of £5 each to be levied upon their Goods &c to the King's use &c if default be in the Performanc of this Condition to wit that the 1.st Roger do keep the peace and be of good Behaviour towards all his Majesty's liege Subjects for & space of three months from this time —

The Grand Juron for the Lord the King for the body of the County of Hampshire do on their Oath
 Returne Report Seth Lyman of said Northampton yeoman for that said Seth at said Northampton
 on the Tenth Day of January last past did voluntarily and wickedly Hunt and kill two wild Deer
 and then and there had in his possession the raw Skin and raw flesh of two wild Deer
 dead and killed after the 21st day of December last past Contrary to the law of this
 province in that behalf made and provided the peace of the said Lord the King his Crown
 and Dignity - Which ^{Prearrestment} was now found and signed Salah Barnard Justice

And the said Seth Lyman (being now here present in his proper person) being set on the bar and put to answer to the promises he pleads that he is guilty &—

It is therefore Considered by the Court that the said Selt for his offences
above? shall pay a fine of twenty pounds lawful money to be to his Majesty's use for
the support of the Government & and Cost of Prosecution taxed at one pound 1/6
standing Committed & thereupon the s^d Selt protesting that he is not able to pay the fine
paid? It is further ordered that he be sold to any of his Majesty's liege Subjects that will
buy Him for the space of four months commencing from the time of his discharge from the
said Commitment for Cost that he may by Law satisfy for the s^d Offences —
sold to John Dorney for 36/-

The Grand Juron for our sovereign Lord the King for the body of the County of Hampshire
do on their Oaths present Joseph Wright of Hadley in s^d County yeoman for that he the
said Joseph did at said Hadley on the first Sabbath or Lord Day in the month of June
last past and on all the Sabbaths or Lord days in the months of June and July last
unlawfully and without any reasonable cause absent himself from
public Worship of God in s^d Hadley he the said Joseph being the whole of that time
bound of body and not otherwise necessarily prevented altho. the public Worship of God
was upheld and maintained there the whole of said Term - Contrary to the Form of the
Statute of this Province in such Cases made and provided to give Example of others
against the Peace of the s^d Lord the King his Crown and Dignity -

Which Question

185. Which Presentment was made at the last Term of this Court and signed Ichab Barnard
D. Men } And now the said Joseph comes before Court (being under Recognizance for this
Might } purpose) and being put to plead and answer to the jurors he pleads that he is guilty -
It is therefore Considered by the Court that the said Joseph shall pay a fine of
twenty Shillings to be to the use of the poor of the Town of Hadley aforesd. and Cost of this
prosecution taxed at one pound 13/10. standing Committed to - paid on mittit -

Moses Bagg of Westfield Blacksmith who stood bound by Recognizance taken
Bagg's } before Joseph Dwight Esq. to make his personal appearance before this Court to answer
advice } particularly to the Complaint of Mary Dumbleton the third of Springfield charging
him of being the father of a bastard Child of which she was then pregnant being
now three times publicly called maker of fault of Appearance here

Rhoda Mitchel of Greenfield comes before the Court now here and here
Mitchel } freely confesses that she voluntarily and wickedly had carnal knowledge of
(Confess) } the body of a male person in the month of July 1762 and thereby committed
the Crime of Fornication contrary to the Law &c. It is therefore Considered by
Court that the said Rhoda shall pay a fine of fourteen shillings to be to
his Majesty for the Support of the Government &c. and Cost standing Committed to

John Daniel Jon Junr. of South Brimfield yeoman Timothy Daniel Jon Esq. and
Daniel } Phineas Haynes yeoman both of Brimfield here acknowledge themselves indebted
Junr } to our sovereign Lord the King in these Sums to Wit y^e. John principal in y^e
Might } sum of £50. the s^r. Timothy & Phineas Sureties in £25. each to be levied &c
in case the s^r. John fail of making his personal appearance before the Justices
of this Court at the next Term thereof to answer to the Presentment in which he
stands charged with an Assault &c. on one John Ingersoll and shall then fail of
abiding the Order of the Court thereon &c.)

John Nash Junr. yeoman Alexander Smith & Ebenezer Mattoon yeomen all of Amherst
Nash } here acknowledge themselves severally indebted to our sovereign Lord the King in
Might } these Sums viz the s^r. John Principal in £50. the said Alexander and Ebenezer Sureties
in £25 each to be levied &c in case default be in the performance of this Condition
to wit That y^e. John shall and do make his personal appearance before the Justices
of this Court at the next Term thereof to answer to such matters as may be objected
against him on his Majesty's behalf and that he keep y^e peace and be of y^e good
Behaviour towards all his Majesty's liege ^{people} and particularly towards Mary the wife
of the s^r. John Nash Junr. in the mean time &c.)

Asa Gleason and David Fowler both of Granville severally recognize here to our
Gleason } sovereign Lord the King in the sum of £5. to make their personal appearance before
Fowler } the Justices of this Court ^{at y^e next Term thereof} to testify on his Majesty's behalf such things as they know
Might } respecting the Presentment found against Bernard Pratt and not to depart &c.

Ephraim Delton yeoman and Samuel Barnard Junr. Cordwainers ~~here~~
Delton } in Court acknowledge themselves indebted to our sovereign Lord the King in these
Might } Sums viz the s^r. Ephraim Principal in the sum of £20. the s^r. Samuel Surety
in the sum of £10. to be levied upon their Goods &c in case there be default in the
performance of the following Condition to wit the Condition of this Recognizance
is this that y^e. Ephraim do make his personal appearance before the Justices of this
Court at the next Term thereof particularly to answer to the Presentment of the Grand
Jury found agt. him for selling a Wild Deer &c. and then doth and shall receive what by y^e
Court shall be enjoined him thereon & do not depart &c.)

Samuel Bancroft Jun: recognizes here to our sovereign Lord the King in the sum of ^{£10} ~~£10~~ ^{to be levied} in case the sd Samuel shall fail of making his personal appearance before the Justices of this Court at the next Term of the s^d Court to satisfy what he may know touching the Defeatment ag^t Ephraim Nelson or shall default therein without Leave first Obtained

Ebenezer Stoddard who stood bound by Recognizance taken in Court at of last Term to make his personal appearance here & as by & record appears was now discharged therefrom by Proclamation by Order of Court

Licence is granted by this Court to Noah Smith and Windsor Smith to keep a Ferry at the upper end of the Street in Hadley in the usual ferry place across the River there for 4 years next ensuing & It is ordered that the fare for man & horse shall be the same it was the last year & And the s^d Noah and Windsor severally acknowledge themselves indebted to our sovereign Lord of King in the sum of £10 to be levied in case they or either of them fails of a faithful performance of his s^d Trust

Licence is granted by the Court to Ezra Clarke of Northampton to keep the ferry at Clark's ferry place there the year next ensuing & It is ordered that if fare for Man and Horse shall be two pence one third of a penny from the first of June to 1st of November and three pence one third of a penny the rest of year and one penny one third of a penny for a single Person thro^{ut} the year - And the s^d Ezra here acknowledges himself indebted to our sovereign Lord the King in y^e sum of £10 to be levied in case he fails of a faithful performance of his s^d Trust

Pursuant to a Warrant under the Hand of the Select men of the Town of Springfield bearing Date the 1st day of Sept: last directed to y^e Constables of the s^d Town sundry persons were warned to depart from the s^d Town viz on the 15th day of the s^d Sept: Abigail Olds and her three Children Eunice and Ruth and one the name not known who came from Great Barrington also James Cotes who came from Killingley in Connecticut were warned forthwith to depart the s^d Town by David Rockwell Constable

and on the 26th day of the same Sept: Joseph Felt and Hannah his wife & their six Children George Lemuel Joseph Jonathan Hannah and Mary who came on board in Connecticut also on the third of Oct: last David Button Elizabeth Button his wife and their six Children Elias Jon^s Joshua Joseph Daniel & Anna who came from Haddam were all warned forthwith to depart and leave y^e Town by Charles Ball Constable - And upon the fourth day of the s^d Oct: Nehemiah Heniman with his wife Elizabeth and their six Children Jonathan Nathaniel Noah Elizabeth and Abigail all of whom came from Coventry in Connecticut were warned forthwith to depart from the said Town by Jonathan Bennett Constable

And also upon the nineteenth day of the same Oct: Samuel Brooks and his wife Rhoda Brooks and their child Nathan Brooks who came from Wilbraham were warned forthwith to depart from and leave the s^d Town of Springfield by Abner Cotton Constable as y^e Warrant & Returns on file appears

Pursuant to a Warrant under the Hand of the Select men of the Town of Northampton bearing Date the second day of November current, Hannah an Indian Woman belonging to Farmington in Connecticut and also Elizabeth West supposed to belong to Leicester in the County of Worcester both single Women then resident in the said Northampton on the 5th of y^e same Nov: were warned to depart from y^e s^d Town forthwith by Reuben Wright Constable who certifies that the s^d Indian Woman according to the best information he can get has resided there ^{about five months} ~~about five months~~ and y^e Elizabeth four weeks & one day as y^e Warrant & Returns appears

186
Montague
Caution
Pursuant to a Warrant under the Hands of the Select-men of the District of
Montague bearing date the 15th day of May last past directed to J^r Conable of
Montague and returnable to one of themselves as soon as might be John Gold and
Mary his wife who came from Sunderland about the tenth of December 1762 also the widow
Lamb Robbards and her Daughter Anna Robbards who came from Amherst about the
first of December 1762 And also David Burnham and Martha his wife and Oliver
with Martha and Lucy their Children who came from Greenfield about the twentieth
of February 1763 to the S^r District of Montague on the 28th day of July last had been
warned to depart from the S^r District by Seth Taylor Constable as appears on file -

Oliver Partridge by Sheriff of this County now presents to this Court his Account for
Services done for the County the year past amounting in the whole to Eleven pounds
and eight pence lawful money praying allowance thereof and an Order for payment
of the Same - And this Court having seen the said Account do allow the same
And it is Ordered that the County Treasurer of the said County be directed to pay
the same to the said Oliver in full discharge thereof. Order is. Dec^r 9th 1763 -

Edward Pynchon by of Springfield County Register brings into this Court an Account
of his Cost and Expence in procuring one large Record Book amounting to the sum
of three Pounds praying Allowance do And this Court having inspected the same
Account do allow it and Order that the County Treasurer be directed to pay the S^r
sum to the said Edward out of the County Treasury - Order is. Dec^r 9th 1763 -

Abner Smith under keeper of his Majesty's Goal in this County now presents to
the Court an Account of his expences in keeping and billeting divers of the Kings
prisoners and for repairs of y^e Goal (as may be seen on file) amounting in the
whole to ten pounds 2/6 for Allowance do And the particulars being viewed the S^r
Account is allowed And it is ordered by the Court that y^e County Treasurer be
directed to pay the same sum to the S^r Abner out of y^e County Treasury do -
Order is. Dec^r 9th 1763 -

Ebenezer Burt of Springfield now presents to the Court his Account for repairs of
the Common Goal amounting to nine shill² praying the same may be allowed
and an order pass for payment thereof do And the Court having seen the Account do
allow the same And do order that the County Treasurer be directed to pay the S^r sum
to the S^r Ebenezer out of y^e County Treasury - Order made 9th Dec^r 1763 -

Wth Elisha Hubbard now presents to the Court the following Account praying all²
thereof do - To wit The County of Hampshire
To Daniel White for 6 days service in mowing & laying out roads in S^r Hadley Ware £1. 10.
To my Expences said Days " 14 -
To Eben. Hunt for do " 4.
To Gad Symonds for do " 4.
To Oliver Warner for do " 4.
To Elisha Hubbard 6 1/2 days 34/ my Expences S^r days 14/ " 8 -
To Elisha Nash for 1 1/2 day carrying Chain " 4. 6
To Joseph White for 1 1/2 day do " 4. 6.
To Thomas Cowfoot for 1 day do " 3. 0.
To Joseph Torter for 1 day do " 3. 0.
£11 4 19 -

And the same Account being seen by the Court
it is allowed - And this Court do order that the County Treasurer of the
County of Hampshire be directed to pay the several Persons above named
the sum affixed to their respective Names out of y^e County Treasury in full
discharge of the S^r Account - Order is. Dec^r 9th 1763 -

It is agreed and determined by the Justices now here present that a New Goal
shall be built in this County for his Majesty's Service as soon as it can be
conveniently done And John Worthington Esq Josiah Dwight Esq Oliver Partridge
and Timothy Dwight Junr Esq are appointed a Committee with full power to
do the same accordingly &c And it is ordered that one Hundred and forty pounds
lawful money of the said County be raised this present year for defraying County
Duties shall be kept for and appropriated unto this business & applied accordingly

It is Ordered by this Court that the several Persons who have served the County
Grand Jurors the year now next preceding (inclusive of this Term) and those who
as Attendants on the Grand Jury at the several Sessions within the said County
paid and satisfied the sum due to them respectively for their Services out
the County Treasury of the said County And that the Clerk of this Court do cast the
account and transmit the same together with a Copy hereof to the County Treasurer
accordingly

It is agreed and determined by the Justices now here present that the
sum of Three Hundred and fifty pounds ten shillings & five pence lawful money
shall be raised the present year upon the several Towns districts Parishes and
places that are taxed in this County for defraying the usual and the necessary Town
charges arising and happening within the said County and that the said
several Towns districts Parishes and Places that are taxed in the same shall pay
in several Proportion of the said sum as near as may be according to their
respective Proportions of the Province Tax the present year That is to say the Town

Springfield The sum of	£64. 3. 11. 1
Monson	29. 9. 9.
Pelham	6. 13. 3. 3.
Greenwich	12. 18. 8. 3
Blanford	13. 12. 1.
Palmer	9. 4. 9. 2
Granville	19. 12. 8. 1.
New Salem	23. 2. 3.
Belcherstown	14. 2. 6.
Colrain	5. 11. 7.
Ware	7. 16. 0.
Bernardston	5. 17. 11. 2
Huntstown	7. 18. 9.
Shutesbury	21. 7. 3.
Sum Total	£315. 10. 5

And It is ordered that the Clerk of this
Court issue his Warrants to the Select men or Apeons of the several Towns
and Places above mentioned willing and requiring them to raise the sum
on their Town District Parish or place respectively on the Inhabitants
of each one his due and equal Proportion thereof according to the Rule for
raising Monies for the Province charges this year and to make true & perfect
the same and to cause the same to be levied and paid into the County Treasurer
or County his Successor or order by the Thirty first day of May next ensuing.
Also further Ordered that the said Clerk transmit to the said Treasurer
as soon as may be a copy of this Order &c

Warrants for the Apeons of the
several Towns and places above
were made 25th Nov. 1763
accordingly
J. W. Williams Cler

187
Highway
from
Suffield
to
Sandisfield

Pursuant to an Order of the Court of General Sessions of the Peace for the County of
Hampshire held at Springfield in said County on the last Tuesday of August 187
appointing us the Subscribers hereto a Committee to view and lay out a High
Way from the Northwest Line of the Township of Suffield to Granville in the County of
Hampshire & through the same Granville to Sandisfield in the County of
Berkshire where we should judge it would best accommodate the travelling
from place to place & We having been first duly sworn to perform & service ac-
cording to our best Skill and Judgment and having given reasonably Notice to all per-
sons interested of the Time & Place of our Meeting for that purpose have carefully viewed
laid out a Highway from S. Suffield North West Line to S. Granville and thro'
Granville over to Sandisfield East Line and have ascertained the Course & Place of
said Highway in the best Manner we could and is as follows Beginning at
Suffield North West Line near the North west Corner thereof at a Highway already
laid out leading from S. Suffield into the Town of Westfield and Continuing in the
same Highway and running Northwesterly about one mile to a black oak
stump marked about twenty Rods Northward of Moses Noble's Barn then leaving
the Highway leading to Westfield as aforesaid Running West 30 degrees North 10 rods
then running west 9 D. N. 18 rods then running West 40 D North 32 rods to a pile
of Stones then running West 3 D N. North 156 rods to a pine tree marked then W. 7 D
South 186 rods to a Stake then W. 26 D North 54 rods then West 10 D N. 60 rods to a Tree
marked then West 6 D North 46 rods then W. 27 D N. 26 rods then W. 45 D. N. 46 rods to
a Tree marked then North 20 D. W. 16 rods then W. 40 D North 28 rods to a Tree marked then
W. 1 D South 29 rods then W. 25 D South 17 rods then W. 17 D S. 14 rods to a pine Staddle
then W. 10 D South 28 rods then W. 15 D South 50 rods then W. 24 D South 34 rods to a white
Oak tree marked then W. 32 D South 16 rods then W. 45 D South 26 rods to a Thorn Bush
marked then W. 19 D South 20 rods to a white Oak tree at two mile brook so called then W.
45 D North 18 rods to a Stake and Stones then W. 7 D South 17 rods to an Oak marked
then W. 6 D North 19 rods against Loomis's barn then W. 15 D. S. 38 rods to an Oak marked
then W. 22 D N. 50 rods to a Tree marked by John Root's House then W. 2 D. S. 22 rods against
Root's ^{new} House then W. 10 D N. 32 rods then W. 3 D. S. 26 rods then W. 10 D S. 118 rods to a Chestnut
Staddle marked then W. 26 D S. 25 rods then W. 12 D S. 26 rods to a walnut Staddle marked then
W. 17 D. S. 20 rods then W. 11 D S. 32 rods to a Tree marked then W. 25 D S. 25 rods then W. 3 D S. 30
rods to an oak tree marked then W. 18 D N. 46 rods to an Oak Staddle then W. 25 D N. 16 rods then
W. 17 D N. 28 rods then N. 36 D W. 32 rods to a Tree marked then W. 43 D N. 50 rods then W. 39 D
N. 18 rods to a Tree marked then W. 22 D North 80 rods then W. 8 D N. 27 rods to a Tree marked
then W. 21 D S. 71 rods to a small white oak tree marked at the foot of Loomis mountain
thus far the road is laid to be four rods wide and is to extend two rods on each side of the line.
or Course run which We determine to be the middle or Center of the Road, then running
S. 36 D W. 16 rods to a Walnut Tree marked where the road is laid to be twelve rods wide
from where we begin to ascend the Mountain and up the same the Line run to be the
Center thereof as aforesaid then running W. 25 D S. 14 rods then W. 40 D N. 12 rods to a Tree
marked then W. 35 D S. 12 rods then N. 40 D W. 24 rods to a Tree marked then N. 20 D W.
16 rods then W. 44 D N. 17 rods to a Tree marked then N. 15 D W. 10 rods then W. 45 D N. 20
rods then N. 20 D W. 14 rods to a Walnut Tree marked, thus far from the foot of the
mountain the road to be twelve rods wide, then to be six Rods wide the Line run to be
the Center thereof and running N. 20 D W. 22 rods over to Granville Line to a Dry
Chestnut Tree marked then the road is laid to be four rods wide the Line run to be the
Center thereof as aforesaid and running North 34 D W. 24 rods then W. 31 D N. 30 rods
then N. 27 D W. 16 rods to a Tree marked then N. 36 D W. 82 rods then N. 28 D W. 42 rods
to a Chestnut Tree marked then N. 24 D W. 21 rods then N. 16 D W. 16 rods to a Tree marked
thus

thus far we go
 having a road and decided in the Proprietors or Town road already laid in Granville then (continued)
 one of the 20 rods running North 20° N. 185 rods to a black oak tree mark on the
 road S. East of the Saw Mill where we enter the Town road again and
 run N. 5° S. W. 26 rods across the brooks on which stands a saw mill to a dry pine
 mark, then W. 20° S. 60 rods then W. 30° S. 52 rods to a monument of stones
 W. 10° S. 40 rods then W. 1° S. 40 rods to a monument of stones against Mr. Strick
 House then W. 22° S. 40 rods to a monument then W. 15° N. 34 rods then W. 10° S. 45
 rods to a monument viz a heap of stones then W. 44° N. 24 rods to a monument a heap
 of stones then W. 14° S. 32 rods then W. 2° S. 13 rods then W. 17° South 18 rods to a heap of
 stones then W. 7° N. 34 rods then W. 25° N. 32 rods to a heap of stones, then W. 9° N. 58 rods
 then W. 23° N. 49 rods then W. 36° N. 44 rods then W. 45° N. 25 rods to a Chestnut Saddle mark
 then W. 37° N. 27 rods then W. 23° N. 22 rods to a Chestnut tree mark then W. 25° N. 60
 rods to a monument a heap of stones near Eliakim Stow's dwelling House then N.
 2° W. 20 rods to a large rock where the two roads meet then W. 20° N. 33 rods then
 3° N. 62 rods to a monument a heap of stones, then W. 16° N. 22 rods, then W. 3° N.
 4 rods to a monument a heap of stones, then W. 42° N. 24 rods then N. 38° W. 18 rods to
 Chestnut Saddle mark, then W. 38° N. 34 rods, then W. 25° N. 38 rods to an oak Saddle
 mark, then W. 17° N. 18 rods then W. 30° N. 20 rods then W. 36° N. 16 rods to a Monumt
 heap of stones then W. 8° S. 18 rods to the brook in a Deep Valley then S. 40° W. 23
 rods then W. 5° S. 12 rods then W. 38° S. 12 rods then W. 18° S. 31 rods to a monument a
 heap of stones then W. 25° S. 22 rods to a pile of stones then W. 30° N. 16 rods then N. 35°
 40 rods then N. 11° W. 22 rods to a Monument a heap of stones then N. 37° W. 11 rods to a
 large rock then W. crossing over a small brook 58 rods to a Stake in a stump of a tree
 against Stephen Heron's house then W. 11° S. 56 rods to a Monument then W. 16° N. 70
 rods to a Chestnut Saddle mark, then W. 12° N. 42 rods then W. 4° S. 38 rods to a monument
 then W. 7° N. 17 rods to a beech mark, then W. 3° N. 26 rods to a Hemlock mark then W.
 2° N. 16 rods then W. 10° S. 20 rods to a monument then W. 15° N. 27 rods then W. 4° N. 46
 rods then W. 5° S. 42 rods to a Stump mark, then W. 5° N. 46 rods to or against David
 Wynn's House then W. 9° N. 72 rods to a Monumt then W. 72 rods to a monument then W.
 N. 38 rods to a monument a heap of stones then W. 8° N. 28 rods then W. 33° N. 34 rods
 to a Hemlock tree mark, then W. 26° N. 53 rods to a Beech mark then W. 45° N.
 rods to a monument, then W. 5° N. 20 rods then N. 42° W. 26 rods to a monument
 then W. 26° N. 9 rods to a maple mark, then N. 29° W. 23 rods to a Hemlock S. then
 2° N. 15 rods to a Hemlock tree mark then W. 10° S. 24 rods then W. 39° S. 18 rods to
 beech tree mark, then West 1° S. 26 rods to a Hemlock mark then W. 6° S. 58 rods
 to a beech tree mark, then W. 10° N. 56 rods to a maple Stump Mark, then W. 31°
 10 rods to a heap of stones against Hamilton's House then W. 40° N. 66 rods to a
 monument then W. 22° N. 18 rods to a monument then W. 8° N. 168 rods to a monumt
 then W. 6° N. 164 rods to a monument, then N. 26° W. 62 rods, then N. 38° W. 32 rods to a monu
 mt then N. 20° W. 60 rods to a Monument against Old's House at the foot of Briery hill
 then we leave the Road heretofore laid out by the Proprietors then running North 18°
 22 rods then W. 12° N. 38 rods to a hemlock mark then W. 34° N. 36 rods to a tree mark
 then W. 1° N. 12 rods then W. 32° N. 14 rods then N. 36° W. 18 rods to a tree mark then W. 13
 then W. 14° N. 13 rods to a Maple mark then W. 16° S. 14 rods to a Hemlock Mark
 then W. 4° N. 16 rods to a birch mark, then W. 13° S. 10 rods then W. 29° S. 16 rods then W. 6° S.
 rods to a Beech mark, then W. 10° N. 30 rods then W. 19° S. 20 rods then W. 45° N. 12 rods
 tree mark, then W. 19° N. 14 rods then W. 19° S. 12 rods to a tree mark then W. 10° S. 60
 then W. 10° N. 313 rods to a tree mark, then N. 40° W. 13 rods to a Hemlock mark then
 15° W. 5 rods then W. 45° N. 19 rods to an Oak tree mark then N. 18 rods to a maple mark
 then W. 40° N. 8 rods then N. 12° W. 12 rods to a Beech mark - Then

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 (intended) Then North 41° W 25 rods to a beech tree market from whence the Road is laid to be
 Width light rod wide for the convenience of descending the hill or mountain the Line run
 being the Center thereof and then running W. 22° N. 46 rods then W. 31° S. 5 rods to
 a tree market then W. 20° N. 19 rods then W. 13 rods to a tree market then W. 37° S. 3 rods
 then W. 45° S. 24 rods to a tree market at Sandisfield East Line in Westrup where of
 We have herunto set our Hands and Seals this eighth day of Nov: Anno Dom:
 1762 Mores Field & Seal. Tho: Stebbins & Seal. Joel Ely & Seal. John Ely & Seal.
 Mores Blip & Seal who agree to the laying of a road above described only from
 foot of Sodom Mountain to East Line of Sandisfield - We the subscribers having
 been duly sworn and given reasonable Notice to all Persons concerned to do estimate
 the Damage Done to the persons hereafter named by the laying of the Road or
 High Way aforesaid thro' their several Lands to be the sum assessed to their
 respective name viz John Root, whose land is in Westfield 15/- 10/- 15/-
 Doctor Belcher Noyes of Boston whose land is in Granville 24/- 1/- 4/-

The other Persons thro' whose Land the Road aforesaid is laid were
 unknown to us & made no application (signed & sealed by James Cornmitttee) -

The foregoing Return was originally brought into this Court at their
 Session on the second Tuesday of November 1762 & being then read it was ordered
 the same should lie till the then next Term and so was continued from Term to
 Term to the last May Term when that Part of s^d Road from foot of Sodom
 Mountain to East Line of Sandisfield was allowed & established (as appears on Record
 of that Term) and the Residue of the s^d Return containing of that Part of s^d Road
 then referred to of then next Term and so from that to this present Session of this
 Court and now of Court taking into their further consideration the s^d Return con-
 taining the s^d other part of s^d High Way not before accepted do allow of same
 & it is ordered that the s^d Return be recorded in like with the records of this Term
 and the Way therein (and above described) is established for a High Way &
 and the said Estimate of Damages is allowed -

High Way
 from
 South Hadley
 to
 Amherst

At his Majesty's Court of General Sessions of the peace holden at Springfield
 within and for the County of Hampshire on the last Tuesday of August A D 1762 -

We the Subscribers were appointed a Cornmitttee to view and lay out a High Way from
 a place called Pine Hill in Amherst to the Meeting House in South Hadley - Seasonable
 Notice was given to all Persons interested of the Time & Place of our meeting for that
 purpose & after carefully viewing We laid out the said High Way the Course of which
 is as follows Beginning two Rods westward of the Northwest Corner of the Meeting-
 House in South Hadley runs East 44° North 21 rods then East 35° North 27 rods to a red oak
 Staddle then North 18° East 14 rods to a Stake then East 12° South 48 rods to a red oak Staddle
 then North 41° East 27 rods to a pine Staddle then North 46° East 8 rods then North 35°
 East 30 rods then North 17° East 16 rods to a red oak Tree then North 13° East 45 rods to a
 oak Tree then North 10° East 50 rods then North 16 rods then North 31° East 45 rods to a
 heap of Stones then North 13° West 21 rods to a heap of Stones then North 29° East 12 rods
 to a heap of Stones then East 11° North 23 rods by Deacon Moody's House the s^d Hig-
 Way to be but three rod wide the said 23 rods in Length - then run East 41° North 3 rods
 to a heap of Stones then East 2° South 44 rods to a red oak Tree then East 23° North
 53 rods then East 32° North 12 rods then East 19° North 33 rods to a pine Tree then East 33°
 North 31 rods then East 15° North 6 rods then East 27° North 16 rods to a pine Tree then
 East 10° North 83 rods to a pine Staddle then North 33° East 35 rods to a heap of
 Stones then North 10° East 24 rods then North 30° East 20 rods to heap of Stones then North
 1° East 37 rods to a pine Tree, then North 10° East 11 rods then North 34° East 20 rods then
 East

East 30° North 13 rods to a white oak tree then North 40° East 22 rods then East 13° North 37° (Continued)
 to a pine tree then East 27° North 20 rods then East 45° North 21 rods to a red oak tree
 in North 29° East 14 rods to a white oak tree then East 42° North 23 rods to a red oak tree
 in East 3° North 24 rods then East 27° North 22 rods to a chestnut tree then North 37° East
 0 rods to a heap of stones then North 45° East 38 rods to a chestnut oak tree then North
 West 14 rods to a chestnut oak tree then North 11° East 100 rods then North 10° West 86
 or then North 30° West 16 rods to a pine tree then North 25° West 11 rods to a white oak
 tree then West 40° North 21 rods to a chestnut tree then North 29° West 13 rods to a stake
 in North 23° East 83 rods to a pine stake then North 37° East 25 rods then North 25°
 East 15 rods then East 35° North 77 rods then North 30° East 28 rods to a pine stub then
 North 2° East 56 rods to a white oak tree then North 25° East 42 rods then North 3°
 East 30 rods to a stake and stones then North 14° East 103 rods then North 12° East
 9 rods to a pine tree then North 15° East 35 rods to a stake then North 40° East 6
 rods to a stake then North 24° East 23 rods then East 35° North 15 rods to a stake
 in North 14° East 56 rods to a stake then North 7° West 40 rods then North 5° East
 6 rods to a white oak tree then North 10° East 46 rods to a heap of stones then North 29° East 40
 rods to a heap of stones then North 9° East 32 rods coming into the Country Road on Pinehill
 at Amherst aforesaid. The Width of said Highway to be four rods except the 23 rods in length Width
 as Deacon Moody's the Marks are made in the Middle of s^d High Way Given under our
 And and seals the first Day of March 1763 - Daniel White & Seal - Ebenezer Hunt
 & Seal - Gad Symon and Seal - Oliver Warner & Seal - Elisha Hubbard and Seal - (Committee)

The foregoing Return was brought into this Court at their Session in March last
 and has been continued from Term to Term to this Time And now this Court having
 read and Considered the Said Return do allow the same & order that it be recorded
 with the Records of this Term and that the Way therein described be established for a Common
 High Way for the Use of all his Majesty's People -

At a Court of General Sessions of the Peace holden at Springfield for and within the County of Hampshire on the first Tuesday of May 1763. We the Subscribers were appointed a Committee
 to lay out a Highway or Common Road in the Town of Ware from the High Way or Common Road there called the Bay Road on the Top of Swift River Hill and running from thence to s^d Easterly line of the said Town of Ware running upon Northerly than the said Bay Road
 Reasonable Notice was given of the time of our meeting for the said Purpose & after viewing
 we have laid the said Road as follows Beginning on the Top of Swift River Hill at a heap
 of Stones by the Bay Road running North 31° East 21 rods to a heap of Stones then East 13° South
 10 rods to a heap of Stones then East 37° North 85 rods these intersecting with the road leading from
 Palmer to Greenwich and running in said Road 132 rods to a heap of Stones then East 26°
 North 52 rods to a heap of Stones then East 25° North 18 rods crossing Beaver Brooks near
 where a Saw Mill formerly stood then East 30° South 16 rods then East 27° North 82 rods then
 North 20° East 10 rods to a heap of Stones then East 4° South 24 rods then East 43° North 11 rods to
 a pine tree then North 26° East 36 rods to a red oak tree then East 34° North 15 rods then East 13°
 East 28 rods to a red oak tree then East 25 rods to a white oak tree then East 30° North 2 rods
 to a white oak tree then East 26° North 17 rods to a red oak tree then East 21° North 13 rods to a
 red oak tree then East 38° North 20 rods then East 37° North 14 rods then North 35° East 26
 then East 11° North 71 rods to a pine tree then East 13° North 19 rods then East 30° North 21
 to a white tree then East 2° North 19 rods then East 2° South 32 rods then East 6° North 38
 to a heap of Stones then East 6° South 31 rods to a heap of Stones then East 21 rods to a white oak
 near the meeting House then East 36° North 46 rods then East 20° North 41 rods to a Oak
 at Mr. Cummings House then North 42° East 29 rods then East 21° North 34 rods then East
 42 rods to a chestnut tree then East 41° North 17 rods then North 37° East 47 rods then East 42°

Humbly shew the Subscribers Inhabitants of the Town of Chesterfield and other
that by Order of your Honor a few years since a country road was laid in a very direct
course from Northampton aforesaid to Chesterfield where which said Road has been
discontinued in part or reduced to a private or pack Road so called which We & many
there find to be greatly to the disadvantage of your Subscribers and many others
who have occasion to use the same as it is much more direct and with reasonable
Expense & Labour your Petitioners apprehend it may be made more feasible much
better than any other yet found out your Petitioners therefore humbly pray that
by a further order of this Honorable Court said road may be again laid open or
confirmed for a carriage road and thereby your Petitioners will be much served
and obliged as well as all others who have occasion to use the said Way -
Nov: the 5th 1763 - Benjamin Bryant &c

Read and the Court having maturely considered of & some
it is thereupon Ordered that Benj^d Day of Springfield by John Shepard Gent. and
John Ingersoll Gent. both of Westfield Thomas Chapin Gent. & John Hale yeoman
both of Springfield five disinterested and sufficient Freeholders in said County
shall be and hereby are appointed a Committee thoroughly & Effectually to explore
the Grounds in the Township of Northampton and in the Township of Hatfield
and in the Township of Chesterfield east of the Great River there and lay out such
High Way or High Ways from Northampton or Hatfield or both to the Great Bridge
in Chesterfield as they shall judge most necessary or most convenient for & public
the said Committee to confine themselves to the Roads heretofore laid out no farther
than it shall appear to them best and most filling in order to serve the General &
Public Purposes of such High Way or High Ways and not to lay out anew such
part of the High Ways from Northampton and Hatfield already established as
they shall judge most convenient for the public as they now go - And the said Committee
are to give reasonable Notice to all Person interested of the time and place of their
meeting for the Purposes aforesaid and shall be under Oath to perform the said
Service according to their best Skill and Judgment with most convenience to the
Public and least prejudice or Damage to private property and shall also ascer-
tain the place and Course of the said High Way or High Ways in the best Way and
manner they can which having done the said Committee or the major part
of them shall make return thereof to the next Court of General Sessions of the
Peace to be held in the said County after the Service is performed under their Hands
and Seals. And if any person be Damaged in his or her property by the laying out
of such High Way or High Ways as aforesaid the said Committee are impowered and
required under Oath to estimate of same and make Return thereof as aforesaid
It is further Ordered that the said Committee be served with a copy of this Order
by the Clerk of this Court Copy & Warrant made 5th Mar. 1764

The foregoing Judgments Decrees & Determinations
of the said Court of General Sessions being
made and entered to The same Court was then
adjourned without Day

Attest W. Williams Cler

Hampshire.

Anno Regni Georgii Tertii Regis magnae Britanniae
Franciae et Hiberniae quarto.

Inferior
Court

At his Majesty's Inferior Court of Common Pleas holden at
Northampton for and within the said County of Hampshire
on the Second Tuesday of February, being the 14th day of the 3^d
month, Anno Domini 1764—

February
Term
1764

Justices Present.

Mr. Israel Williams Esq

Josiah Dwight Esq

Timothy Dwight Esq

Thomas Williams Esq

Who were now commissioned
and duly sworn — — — — —

Jury for Tryals

Alexander Smith foreman

Benj^d Leonard Junr.

Jonathan Phelps

Benajah Strong

Jonah Parsons Junr

Ebenezer Croots

Oliver Norton

Thomas Dewey

Matthew Noble Junr.

Kadocks Hawks

Moses Clark

Sedajah Field

Solomon Williams of Lebanon in Clerk Plt vs Hannah Brewer Adm^r on the
estate of John Brewer & Deft. as may be seen at large on Record of the preceding
Terms And now the said Parties come here, and with the leave of the Hon^{ble} Court
agree that if Case be further continued & it is accordingly continued 4th & Parties
have further day until the first Tuesday of May next coming, and the s^d Parties here
agree that neither shall have Cost at this Term — — — — —

Williams
or
Brewer's
Adm^r

Abigail Sacket who was the wife of Joseph Sacket late of Westfield yeoman de^d
Plt. vs Erastus Sacket of Pittsfield in the County of Berkshire yeoman de^d the
said Abigail complaining that he hath deforced her of her reasonable Dower as at
large appears on Record of the Preceding Terms — The said Abigail by her said
Att. before named comes here. The s^d Erastus being three times publicly called
to come here makes default & the said Nath^l Phelps original
deft. being also three times publicly called makes default likewise —

Sacket
or
Sacket &
Phelps

It is therefore Considered by the Court that the said Abigail do recover of Phelps
against the said Nathaniel Phelps her Dower in the Messuage or the House
and Lot of Land described in the original Writ with the Appurtenances and
Cost of this Suit taxed at three pounds 5/6 & she may have her Execⁿ for
seisin of the same & Cost — Execⁿ is 13th March 1764

Judgment
of Phelps

Erastus Sacket of Pittsfield in the County of Berkshire yeoman plt. vs
Jesse Sacket of y^e same Pittsfield yeoman Deft. Who by Virtue of the Writ of
Summons & granted to the s^d Erastus at the last Term of this hon^{ble} Court
was summoned to appear here & warrant to the said Erastus the Third part
of a certain House & Lot of Land in Westfield — And now the s^d Erastus being
three times publicly called doth not come but is Non-suit — The s^d Jesse there-
upon comes and prays he may be allow^d his Cost — It is therefore Considered
that the s^d Jesse do recover against the s^d Erastus twenty eight Shillings and
six pence allowed him for his Costs in defending this Suit & he may have his
Execⁿ thereof — Execⁿ is 10th of Mar. 1764.

Sacket
or
Sacket

Pomeroy
Adm^r
or
Howfoot } *Benezer Pomeroy* Gent^r & *Esther Pomeroy* Gentlewoman *Adm^r* & *Plt^r* vs *Simon*
Howfoot } *Howfoot* yeoman & *Deft.* in a Plea of the Case &c as p^r the Records of the Preceding
Terms at large appears - and the s^d Parties now come into Court - And the said
Referees to whose determination the Case and all other demands the Parties had were
heretofore submitted now bring into Court their Award upon the Premises in
these words to wit we do find that the defendant upon a Just Settlement of all the
demands of the Parties on each other owes the Plt^r in s^d Capacity the Sum due
for being fourpounds 3^d with 4^d Cost of Court & Cost of the Reference being seven Shill^{ings}
and Six Pence & it is accepted - It is therefore Considered by the Court that
the said *Benezer* and *Esther* in their s^d Capacity do recover against the s^d *Simon*
four Pounds three Shillings lawful money damages and three Pounds twelve
Shillings and three Pence allowed them for Costs &c. Exon is 8th June 1764.

Adm^r
Whitby
Adm^r } *Benezer Pomeroy* Gent^r & *Esther Pomeroy* Gentlewoman *Adm^r* & *Plt^r* vs *William*
Whitby
Adm^r } *Colton* Jun^r Cordwainer & *Dorothy* his wife *Adm^r* & *Deft.* in a plea of the Case
as appears at large on Record of the Preceding Terms of the Court - The Parties
were before the Court of the Lord the King now here and mutually agree and
Consent that the Award of the Referees appointed in this Case shall be a final
Settlement of all demands & Controversies subsisting between the s^d Parties
Notwithstanding the original Rule restrained them to the Action of the Writ
forasmuch as the s^d Referees by the desire of the s^d Parties have considered, and
awarded upon, all their s^d Demands & Controversies & the s^d Court do receive
the same agreement now made &c And the s^d Referees do now come into Court
& bring their Award in these words viz the Referees do judge and award that there
is due from the *Deft.* in the s^d Capacity to the Plt^r in y^e s^d Capacity in full of
all demands and that the s^d *Deft.* do pay to the s^d Plt^r accordingly Sixty one
pound eighteen Shill^{ings} lawful money & y^e Costs of this Reference together with
Costs of Court - It is therefore Adjudged by the Court that the s^d *Benezer* &
Esther in their Capacity aforesaid do recover against the s^d *William* and
Dorothy in their s^d Capacity Sixty one Pound eighteen Shill^{ings} lawful money
Damages and five Pounds 12^d allowed them for Costs & Expenses & y^e s^d Plt^r
may have their Execution against the Estate of the s^d *Noah* *Ashley* Esq^r in the
Held & under the Administration of his s^d *Adm^r* &c. Exon is 12th Dec^r 1764 -

White
or
Boltwood } *William White* yeoman *Benezer* *Dod* yeoman & *Mary* his Wife & *Thomas* *Cham-*
Boltwood } *berlain* Labourer and *Sarah* his Wife *Plt^r* vs *William Boltwood* Gent^r *Deft.* in
an Action wherein the Plt^r demand a certain piece of Land &c as appears at large
on Record of the Preceding Term - The s^d Parties were before the Court of the Lord
the King now here. & *James M^r Clister* of *Enfield* in the County of *Hampsh^r*
yeoman, upon Summons of him the said *James* in the Country, now comes
here & freely warrants (by *John Worthington* Esq^r his Att^r) to the said *William*
Boltwood two fourth Parts of the Land and premises in the original Writ
mentioned & prays leave to compare to the next Term that he may vouch to
warrant the same *Moses Taylor* of *South Hadley* yeoman and the Heir of
Joshua Taylor late of s^d *South Hadley* dec^d under which *Moses* and *Joshua* the same
James holds the same by Deed with warranty & it is granted them -
And now *Joseph Taylor* of *South Hadley* in the s^d County yeoman comes before
the s^d Court in his proper person and here freely warrants to the s^d *W^m Boltwood*
one seventh Part of the s^d demanded Premises viz y^e s^d Land & appurtenances.

And.

And the said William White by his ^{s.} Attorney upon the Agreement of the ^{s.} Joseph Taylor that he will waive all Advantages which might be taken for the Plt: not declaring at large against him the said Joseph demands the said Seventh part as his Right and Inheritance and sets forth the same Title thereto as is alleged in the original Writ. And Nathaniel Hitchcock of Wilbraham in the ^{s.} County Yeoman now comes into Court and freely warrants to the ^{s.} William Boltwood one Seventh Part of the said demanded Lands with the Appurtenances. And the ^{s.} William White upon the Agreement of the said Nathaniel Hitchcock that he will waive all Advantages that might be taken of the Plt: not declaring at large against him the said Nathaniel demands the said Seventh part of the ^{s.} Lands as his Right and Inheritance and makes the same Title thereto as is set forth in the said Writ. And Mary Brownson of Suffield in the said County widow by Joseph Brownson her attorney comes into Court and freely warrants to the ^{s.} William Boltwood one Seventh Part of the said demanded Lands with the Appurtenances. And the said W^m White with the Agreement of the ^{s.} Mary Brownson that she will take no Advantage of the Plt: not declaring at large demands the said Seventh Part against the said Mary as his Right and Inheritance & makes the same Title thereto as is set forth in the said Writ. And the ^{s.} Parties have further day & until ^{s.} next Term.

William Boltwood of Amherst & Gent: Plt. vs James M^r Clister of Infield & Yeoman Def. in a plea that ^{s.} said James do Warrant to him the ^{s.} Will^m two fourth Parts of the Lands with the Appurtenances, demanded by the ^{s.} William White and then pl^t: in the Action next proceeding and, at large defined on Record of the last August Term of this Court. And the ^{s.} James freely warrants to the same to the ^{s.} Will^m as abovesaid. And thereupon the ^{s.} William humbly moves that his reasonable Costs and expences occasioned by ^{s.} summoning of the said James for the Purpose afores^d may be allowed him; but because the Court of the said Lord the King now here are not advised to give their Judgment upon this Point, The ^{s.} Parties have further Day & until the next Term.

Samuel Dwight of Infield Esq. Plt. vs Oliver Partridge of Hatfield Esq. Sheriff & Def. in a plea of the Case &c (as appears at large on Record of the Preceding Term) The ^{s.} Parties come before the Court of the Lord the King now here and with their mutual Consent the Action is further continued to the next Term of the said Court.

Benjamin Hall late of Infield & Yeoman Plt. vs Asahel Simons Yeoman Def. in a plea of the Case &c (as appears at large on Record of the preceding Term) The ^{s.} Parties come before the Court now here, & with the mutual Consent of the ^{s.} Parties the Case is further continued untill the next Term of the Court.

John Read Esq. Ruth Hurn Gentlewoman Charles Morris Esq. & Mary his wife Abigail Miller Gentlewoman William Read Gent: & Henry Paget Merchant and Deborah his wife Plt: vs James Nivins, alias Robert Nivins Voucher Def. in a plea of Entry upon Disseisin in the Port &c (as appears at large on Record of the Preceding Term) And the ^{s.} Parties come before the Court of the Lord the King now here. And William Pyntson of Springfield in the County of Hampshire Gentleman by Joseph Hawley Esq. his Att: comes here upon Summons made him in the Country and freely warrants to the said Robert Nivins the Lands and Premises with the Appurtenances in the original Writ demanded against the demands of the said Plaintiffs.

And Vouches John Ashley of Sheffield in the County of Berkshire Esq^r and the heirs of one Benjamin Sheldon lately of Westfield in the County of Hampshire Gent. dec^d and the heirs of one Joseph Sheldon dec^d and one Ebenezer Hitchcock Gent.^r one James Warner Gent.^r and one Jedidiah Bliss Gent.^r all of Springfield abovesaid to the Warrant of s^r demands^d Premises with the Appurtenances against the s^r demandants and prays leave to impart to the next Term of this hon^{ble} Court that he may have Opportunity to make Summons of the s^r Persons to warrant to him as abovesaid the said Premises against the said Demandants, and it is granted him the said Willidom —

idem John Read Esq Ruth Hann Gentlewoman Charles Morris and Mary his Wife
Moulton Abigail Miller Gentlewoman William Read Gent.^r and Henry Inget Merchant and Deborah his Wife Plt^r vs Robert Moulton yeoman Deft. in a plea of Intoy upon Diligence in the Port &c. as appears at large on Record of the next preceding Term. The said Parties come before the Court of the said Lord the King now here & with the mutual Consent of the said Parties the Action is further Continued to the next Term of the Court —

Fitch Medinah Fitch of Windsor & Plt. vs Samuel Gordon of Oakham & Deft. in a plea
Gordon of the Case as of Record & appears. The said Parties now come here, & forasmuch as the Referees to whom the Case was submitted have not now reported, they pray a further Continuance of the Action under the Rule of Submission heretofore entered into until the next Term of the Court, & the Action is accordingly Continued —

Forbes Jonathan Forbes Jun^r Carpenter Plt. vs Daniel Spelman Cordwainer Deft. in a
Spelman plea of the Case & as appears at large on Record of the Last Term. And the said Parties come before the Court now here. And the Arbitrators to whom the Case was submitted now report that it is their Opinion that the Deft. owes the Plt. Nothing upon the said Note and that the Plt. shall pay the Deft. all his Costs occasioned by this Suit and the Cost of the Reference being 16s. —

It is therefore Considered by the Court that the said Jonathan by his Plea refers have Nothing but that for his groundless Claim he be Damned & so forth & it is also Considered that the said Daniel do recover ag^t the said Jon^r a fifty five Shillings lawful money allowed him with his Consent for his Costs & Expenses in this Suit & he may have his Exors &c

Tallow Jonathan Loring of Marlborough Gent. Executor of the last Will & Testament of
Deft Thomas Tallow yeoman dec^d Plt. vs Oliver Partridge Esq Sheriff & Deft. in a plea
Partridge of the Case & as appears at large on Record of the last August Term; And now the said Parties come into Court and with their mutual Consent, The Action is further Continued until the next Term of this Court —

Scott William Scott Jun^r Gent. Plt. vs Pelatiah Webster Gent. Deft. in a plea of the Case
Webster & as may be seen at large on Record of the last Term; and now the s^r William by John Worthington Esq his Attorney comes before the Court and humbly moves that the Action be further continued until the next Term of the Court, and it is Continued accordingly —

Nash Timothy Nash Yeoman and Elijah Alvord Yeoman Plt^r vs Moses Mountague and
Mountague Noah Goodman yeomen Deft^r in a plea of Trespass &c as at large appears on Record
et al of the Last Term. The s^r Parties now come here & pray that the Action may be further continued under this Rule and Agreement that neither shall have Costs of this Term, & it is accordingly continued until the next Term of the Court. —

Ebenezer Marsh Junr yeoman Plt. vs Edward Walker Husbandman Deft in a Marsh
vs
Walker
plea of the Case & as appears at large on Record of the last Term. The Parties
come before the Court now here, And the said Referees now bring into Court their
Award upon the Premises in these Words to wit "after largely hearing the Parties
to We award and determine that the said Walker shall recover against the said Marsh
Six Pounds 17/5. and Cost of Court And that the said Marsh pay the Expenses of
the Reference being thirteen Shillings & to the Referees Twenty Six Shillings -
Upon his performing as above We determine all Covenants, Contracts Bonds, Notes,
Accounts Judgments of Courts Executions and Demands of what Nature soever
between the said Marsh and Walker shall finally determine and cease and be
forever null and void, and further that the said Walker have liberty to dwell
with his family in the said Marsh's house on his farm at Partridge swamp
so called in Hadley, until the last day of March next in the Mean Time said
said Walker shall not cut destroy or carry away any Wood Timber or Stone
standing or lying on said Farm" And the same Report is accepted -

It is thereupon Adjudged that that the said Edward do recover against the
said Ebenezer Six Pounds Seventeen Shillings and five Pence damages
and Cost of Court taxed at twelve Shillings and he may have his Execⁿ
thereof &c. The said Edward by Sirreyn Strong Gent. his Att^y acknowledges that he
has rec^d of full sum of Damages & Cost adjudged him as afores^d

Joseph Root of Montague in the County of Hampshire Gent Plt. vs Jonathan
Carver lately of the same Place Gent^l Deft in a plea of the Case wherein the Plt de- Root -
vs
Carver
mands eighteen Pounds 7/8 1/4 to balance book accounts &c. The Plt. appears in his
proper person - But the Deft. tho three times publicly called to come into Court
doth not come but maketh default of Appearance here. It is therefore ad-
judged that the said Joseph do recover against the said Jonathan eighteen pounds
Seven Shillings and 8 1/4 lawful money Damages and one pound five Shillings and
Eight Pence allowed him for Costs &c & he may have his Execⁿ thereof. {Execⁿ is 10th Mai:
1762

Hezekiah Root of Northampton in the County of Hampshire yeoman Plt. vs Abner Root
Smith late of the same Town yeoman Deft. in a plea that the Deft. render to the Plt. Root
vs
Smith
Thirty two Pounds 4/ lawful money which he on the 11th of March 1762 by his Bond to be
introduced here in Court bound himself to the Plt to pay to him on demand & The Plt.
by Joseph Hawley by his Att^y comes here. The Deft. being three times publicly
called to come makes default of appearance in Court - It is therefore considered
by the Court that the said Hezekiah do recover against the said Abner Seventeen
Pounds nineteen Shillings lawful money (being the sum due upon an equitable
Chancery of the said Bond) Debt and one Pound 5/9 allowed him for his Costs &c

Walter Fairfield of Belkinstown in the County of Hampshire Yeoman Plt. vs Fairfield
vs
Jones
Wm Jones late of Hadley in the same County Yeoman Deft in a plea of the Case
for that the Deft. on the 17th day of November last at Hadley afores^d by his note for
Value received promised the Plt. to pay him the Value of eight Pounds lawful mean-
ing that sum of lawful money, in Salt at four Shillings and ten Pence by the Bushel
within the 3^d month of November, yet the deft. tho often requested or in any manner
satisfied the Contents of the said note to the Plt. but he wholly denies to do it to the
damage of the said Walter Twelve Pounds. The Plt. by Joseph Hawley Esq his Att^y
appears. The Deft. being three times publicly called to come into Court makes
default of Appearance here.

It is

193.
Fairfield
Jones. It is therefore adjudged that the said Walter do recover against the said William eight Pounds lawful money Damages and one Pound 7/3 allowed him for his Costs and Expenses & he may have his Exon thereof. Afterwards the Deft. now at this same term by Charles Phelps by his Attorney comes before the Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and he recognises with Sureties according to Law for the Appellant's prosecuting the Appeal with Effect as by the Recognizance on file appears -

Morgan
or
Colton Joseph Morgan the Second of Springfield in the County of Hampshire Husbandman
Plt. vs Noah Colton late of Hadley in the same County Cordwainer Deft. in a plea of the Case for that the deft. on the 27th day of April 1763 by his note for Value received promised the Plt. to pay him eight Pounds lawful money within six months yet the deft. tho' often thereto requested hath not paid the Contents of the s^d note but wholly denies to do it to the Plt. Damages £12.. The Plt. by Joseph Hawley Esq. his Attorney appears. The Deft. being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the said Joseph the Plt. do recover against the s^d Noah the Deft. eight Pounds lawful money damages and one pound five Shillings nine Pence allowed him by the Court for his Costs & Expenses & - After all which the Deft. comes here in his proper person and appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield for & within s^d County of Hampshire on the fourth Tuesday of September next ensuing and he recognises with Sureties as the Law directs to prosecute his appeal with effect as by the said Recognizance on file appears -

Siley
or
Church John Siley Junr. of Hartford in the County of Hartford in the Colony of Connecticut s^d
Mariner Plt. vs Malachi Church late of Hadley in the County of Hampshire yeoman Deft. in a Plea of the Case wherein the Plt. demands the Value of Seventeen pounds 7/9 which the deft. by his note on the 15th of Oct^r last promised to the Plt. by the tenth day of November then next in York, but has not in any way fulfilled his said promise & - The Plt. by Joseph Hawley Esq. his Att^r comes here. The Deft. being three times publicly called makes default of appearance here.

It is therefore Considered by the Court that the Plt. do recover against the Deft. Seventeen Pounds Seven Shillings and Nine Pence lawful money Damages and Cost of Court taxed at one pound 17/9. &c. is 21st Feb^y 1764.

Wells
or
Bardwell Mary Wells of Durham in the County of New Haven in the Colony of Connecticut
s^d Widow Plt. vs Ebenezer Bardwell Junr. of Hatfield in the County of Hampshire yeoman Deft. in a Plea of the Case for that he at Northampton afores^d on the 10th day of March 1761 by his note for Value rec^d promised the Plt. to pay her Twelve Pounds lawful money by the first of May then next ensuing, yet s^d Contents of the said note the deft. has in no manner paid or satisfied to the Plt. altho' often thereto requested but denies to do it to her Damages £14. - The Plt. by Joseph Hawley Esq. her Att^r appears. The Deft. being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. four Pounds sixteen Shillings and eight Pence lawful money Damages & Cost of Court taxed at one pound nineteen Shillings & five Pence and she may have her Exon thereof & -

After

After all which the said Ebenezer in his proper person comes into this Court & appeals from the Judgment of the said Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next ensuing and heretofore with Sureties according to Law to prosecute his appeal with effect, as by & Recognizance on file appears —

Samuel Harvey of Montague in the County of Hampshire yeoman Administrator on the Goods and Estate of Samuel Harvey late of Montague aforesaid yeoman dec'd. Harvey's Adm'r
Plt. vs Moses Harvey of Montague aforesaid yeoman Administrator on the Goods and Estate of Daniel Harvey late of the s^d Montague yeoman dec'd. Deft. in a Harvey's Adm'r
Writ of Habeas Corpus for that whereas on the 19th day of Nov: 1762 at Montague aforesaid he the said Samuel dec'd then living at the special Instance and request of the the s^d Daniel dec'd then alive also had by his deed of bargain and Sale lawfully and effectually executed the date whereof is 4th day and year abovesaid given sold and conveyed to the said Daniel in fee simple divers lands & Tenements in the said Dels described and specified in the whole to the Value of two hundred pounds lawful money he the said Daniel in Consideration thereof then and there for Himself his Executors and Administrators undertook and to the said Samuel deceased faithfully promised and engaged that he his Executors & Adm'r's would well and truly find allow give and provide to him the said Samuel deceased and either his wife respectively from the said nineteenth day of November abovesaid for and during the full Term of their natural Lives and the life of y^e Survivor of them a full reasonable and competent support and Maintenance Subsistence and Livelihood in all respects in Riches and health Nevertheless the Plt. in fact says that after the death of the said Samuel deceased to wit on the Eighteenth day of July AD 1762 at Montague aforesaid the said Daniel dec'd died Living the said Esther who is yet alive, leaving no special provision for the Subsistence or livelihood of her the said Esther and that ever since the said death of the said Daniel Dec'd there has not any Support Maintenance Subsistence or livelihood been given found allowed or provided for to her the said Esther by any heir or heirs Executor or Executors Adm'r or Administrators or any Representative of him the said Daniel or any one in his or their behalf but the s^d Moses the Deft. altho' she the said Esther has been always ready to accept such maintenance and livelihood since the said Daniel's Death and greatly needed the same and altho' he the said Moses has been often requested by the Plt. has not in any part or degree performed the said undertaking & promise of him the said Daniel Deceased above specified but has wholly failed to do it hitherto and still doth deny to do it to the Damage of the s^d Samuel the Plt. £40: The Plt. by Joseph Hawley Esq his Att^r appears. The deft. in his proper Person comes into Court and defends and says that the said Daniel never promised in manner and form as the Plt. in his Writ has alledged and thereof puts Himself on the Country. And the said Plt. likewise doth the same. After a full hearing of the Parties and all Things touching the Issue had been well stated & discussed the Case was committed to the Jury who returned their Verdict ^{on their oath} in these words to wit the Jury find for the Plt. Twenty one Pounds Eleven Shillings and four pence Damages and Cost of Court. It is therefore Considered by the Court that the said Samuel the Plt. do recover against the Estate of the said Daniel dec'd in the hands and under the Administration of the said Moses the Sum of Twenty one Pounds eleven Shillings and four pence lawful money Damages and Cost of Suit taxed at three pounds 12^s. & he may have his Execn thereof. Execn is^d June 5th 1762.

194.

Michael Judah of Norwalk in the County of Fairfield in the Colony of Connecticut
 Judah } v. }
 Alwood } }
 v. }
 Alwood }
 in a Plea of the Case for that the s^d Elijah at said South Hadley on the 12th day of Dec^r
 last past by his note for Value received promised the Plt. by the name of Mikels
 Judah of Norwalk, in the County of Fairfield to pay him Eleven pounds 9/
 lawful money by the first day of May then next. Also for that the said Elijah at
 Weathersfield in at Northampton afores^d on the twenty ninth day of July last
 by his other note for Value rec^d promised the Plt. to pay him Twenty one pounds 14/
 to be paid in flax seed at the market price by the first of November then next yet if
 said Elijah tho' often requested has never paid the Plt. the Contents of the first men-
 tioned note nor hath he ever delivered to the Plt. the Value of the last mentioned Sum in
 flax seed altho' the Plt. was always ready to receive the same or in any other manner
 performed either of his said Promises but neglects it to the Damage of the said
 Michael £50. The Plt. by Elisha Porter Gent^r his Attorney appears. The Deft. being
 three times publicly called to come into Court makes default of Appearance
 here. It is therefore Considered by the Court that the Plt. do recover against the
 deft. Thirty one Pounds Eleven Shillings & nine Pence lawful money Damages and
 Cost of Court taxed at three Pounds 3/3. & he may have his Exon^r &c.
 And now afterwards comes here the said Elijah by Charles Phelps Esq his
 Attorney and appeals from the Judgment of this Court to the Superior
 Court of Judicature to be holden at Springfield within and for the County
 of Hampshire on the fourth Tuesday of September next, and he recognizes
 with Sureties as the Law directs for the Appellant, prosecuting the appeal
 with Effect as by the said Recognizance on file it appears.

Henry }
 Pierce }
 v. }
 Pierce }
 in a Plea of the Case wherein the Plt. demands
 five Pounds 14/ which the deft. on the 25th of February last by his note promised to the plt.
 on demand with Interest &c. The Plt. by Elisha Porter Gent. his Att^r appears. The Deft.
 being three times publicly called to come into Court makes default of appearance here.
 It is therefore Considered by the Court that the Plt. do recover against the Deft.
 Six Pounds and Six Pence lawful money damages and Cost of Court taxed at
 Twenty eight Shillings and eight Pence & he may have his Exon^r &c. Exon^r 9th Mar. 1764.

Piney }
 Church }
 v. }
 Church }
 in a Plea of the Case wherein the Plt. demands
 the amount of eighteen Pounds 7/8 which the deft. at Hadley by his note dated the
 23^d day of November last promised to the Plt. to pay him in good west India
 Rum to be deliver'd there to. The Plt. by Elisha Porter Gent. his Att^r appears.
 The deft. being three times publicly called make default of Appearance here —
 It is therefore considered by the Court that the s^d Son^d do recover against y^e
 said Malachi eighteen Pounds Seventeen Shillings & 8th lawful money damages
 and Costs of Suit taxed at one pound 6/7. & he may have Exon^r &c. Exon^r is 20th Feb^r 1764

Porter }
 v. }
 v. }
 v. }
 in a Plea of the Case wherein the Plt. demands y^e
 Sum of Eleven pounds 6/4. which y^e deft. on the 19th of March 1762 by his note for
 Value rec^d promised one Elisha Porter Esq to pay to him or his order on demand with
 Interest but never did it, & y^e same Elisha afterwards ordered the contents of the s^d
 Note to the Plt. as y^e deft. well knew but has never paid y^e same & as is more fully
 set forth on file.

The Plt. appears in his proper person. The deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said Eliza do recover against the said Malachi Seven pounds two Shillings and six Pence three farthings lawful money Damages and Cost of Suit taxed at one pound 6/7. She may have his Exon &c. Exon is 20th Feb 1764

Simcon Adams of Suffield in the County of Hampshire yeoman Plt. vs Nathaniel Pease Junr. Resident in Blanford in the same County yeoman deft. in a plea of the Case wherein the Plt. demands five Pounds the amount of which sum the Deft. by his note on the 20th day of Feb 1760 promised the Plt. to pay him in real cattle (as is set forth in y^e writ) but never paid y^e same. The Plt. by John Phelps Gent. his Attorney appears. The deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the deft. five Pounds lawful money Damages and Cost of Suit taxed at one pound 19/1. She may have his Exon &c. Exon is 21st Mar. 1764.

Daniel Sitton lately of Westfield in the County of Hampshire Cordwainer Plt. vs Benajah Webster lately of Windsor in the County of Hartford in the Colony of Connecticut a yeoman deft. in a plea of the Case for that said Benajah at said Westfield on the 23^d day of July 1762 by his note for value rec^d. promised the said Daniel to pay to him or order twenty pounds within twelve months from the date of said note with the lawful Interest until paid, y^e & y^e deft. altho' often requested hath never paid the same or any part thereof but denies to do it to the Plt. damages £30. — The Plt. by John Phelps Gent. his Att^r. comes before the Court now here and humbly moves that the action may be continued until y^e next Term because he says that at the time of the Service of his Writ the deft. was and now is out of this Province; And the action is continued accordingly

John Morely of Westfield in the County of Hampshire Gent.^r Plt. vs Aaron Ashley lately of the same Westfield Cordwainer Deft. in a plea of the Case wherein y^e Plt. demands four pounds 11/2^d which the deft. on the 24th of May 1762 by his note promised to the Plt. on demand with Interest. Also y^e further sum of four pounds 10/3 which the Deft. on the last of Sept. last owed the Plt. by book acct or as on file — The Plt. by John Phelps Gent. his Attorney appears here. the Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the said John the Plt. do recover against the s^d Aaron the Deft. the sum of Nine Pounds ten Shillings and Nine Pence lawful money Damages and Cost of Suit taxed at two Pounds & Eleven Pence. Exon is 4th of Dec^r 1764 —

Obadiah Dunham of Kent in the County of Litchfield in the Colony of Connecticut Yeoman Plt. vs Jacob Root Junr. of Granville in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands £6/4 which the deft. on the 24th of Oct^r 1763 by his note promised the Plt. to pay him or order in two months from that Date with Interest but never has paid — The Plt. by John Phelps Gent. his Attorney appears here. The Deft. being three times publicly called makes Default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Two Pounds Six Shillings and Eleven Pence lawful money Damages and Cost of Suit taxed two Pounds 19/7. She may have his Exon &c. Exon is 25th Feby 1764.

David Grave late of Granville in the County of Hampshire yeoman now Residenting in Norfolk in the County of Litchfield in the Colony of Connecticut a Plt. vs Jacob Root Junr. of Granville aforesaid yeoman Deft. in a plea of the Case for that the said Jacob

135.
Grave
or
Roots
at said Northampton on the thirtieth day of March A.D. 1761. by his note for Value received promised, by the name of Jacob Root, the said David to pay him the Sum of Fifty Pounds lawful money by the first Day of October in the year of our Lord 1763. with lawful Interest till paid yet said Jacob tho' often requested hath never fulfilled his said Promise in any part but wholly deny to do it to the Damage of the said David £55. - The Plt. by John Phelps Gent. his Attorney appears. The Deft. being three times publicly called to come into Court makes default of Appearance here. It is therefore Considered by the Court that the s^d David do recover against the said Jacob Fifty eight Pounds thirteen Shillings lawful money Damages and Costs of Suit taxed at Two pounds 15/5. - After all which the said Jacob by John Worthington Esq. his Attorney comes into Court & appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Jacob prosecuting the Appeal with Effect as by the s^d Recognizance on file appears -

Lawrence
or
Roe
John Lawrence of Hartford in the County of Hartford & Colony of Connecticut vs Peter Roe of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands forty Shillings lawful money which the deft. on the 6th of March 1761 by his note promised to the Plt. by the 6th of June then next with Interest, Also one other Sum of forty Shillings which he promised the Plt. by his 4th Deft. other note of the same date by the same day with use but has never paid either to the Plt. by John Phelps Gent. his Attorney appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Four Pounds fourteen Shillings and one penny lawful money Damages & Cost of Suit taxed at two pounds 2/6. & he may have his Execution. Execⁿ is 25th Feb^y 1762.

Ledyard
or
Starkwell
John Ledyard of Hartford in the County of Hartford in the Colony of Connecticut vs Abel Starkwell of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands twenty three pounds money old tenor worth or equal to three pounds 1/4 lawful money as he says, which 4th deft. on the 30th of August 1753 promised him by the 30th day of Oct^r then next but hath never paid - The Plt. by John Phelps Gent. his Att. appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. forty two Shillings lawful money Damages and Cost of Court taxed at forty Shillings & five Pence. Execⁿ is 25th Feb^y 1762.

Deane
or
Noble
Silas Deane Gent. and Mehitable Deane Gentlewoman & wife of the s^d Silas both of Weathersfield in the County of Hartford and Colony of Connecticut vs Moses Noble of Westfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the Deft. at a Place called Weathersfield in Northampton afores^d on the 24th day of May 1762 by his note for Value rec^d. promised the s^d Mehitable while Sole & unmarried by the name of Mehitable Webb to pay her thirty six pounds 6/5. lawful money by the twenty fourth of August then next with the lawful Interest from the date till paid yet the said Moses tho' often requested never paid it to her while she was Sole Nor to the Plt. since their Intermarriage but he wholly deny to do it to their Damage £40. The Plt. by John Phelps Gent. their Attorney appear. The Deft. tho' three times publicly called to come into Court makes default of Appearance here. It is -

It is therefore Considered by the Court that the Plt. do recover against the Deft. Forty Pounds one Shilling and Eleven Pence lawful money Damages & Costs of Suit taxed at Two Pounds three Shillings and three Pence & they may have their Exon &c. After all which the said Moses by John Worthington Esq. his Attorney comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next and he Recognizes with Sureties as the Law directs for the said Moses's prosecuting the said Appeal with Effect as by the said Recognizance on file appears.

Bildad Fowler of Westfield in the County of Hampshire yeoman Plt. vs Phineas Frost of Hartwood in the County of Berkshire (otherwise as in & writ) yeoman deft. in a Plea of the Case wherein the Plt. demands Ten Pounds 10/6 which the Deft. by his note dated the 17th day of March last past promised the Plt. by the first of May then next with Interest after the first of the intervening April &c. as on file. The Plt. by John Phelps Esq. his Attorney appears. The deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the said Bildad do recover against the said Phineas Ten Pounds three Shillings and a penny lawful money Damages & Costs of Suit taxed at one pound 19/11. Exon is. 4th June 1764

Ezra Strong of Westfield in the County of Hampshire yeoman Plt. vs Samuel Smith of the same Westfield yeoman deft. in a Plea of the Case wherein the Plt. demands 54/10 which the deft. upon a Settlement and accounting between the Parties had the second day of August last was found in arrear to the Plt. & promised to pay him on Demand &c. The Plt. by John Phelps Esq. his Attorney appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Two Pounds fourteen Shillings and ten Pence lawful money Damages and Cost of Suit taxed at one Pound 14/3. & he may have his Exon &c. Exon is. 14th Mar. 1764.

Thomas Cadwell of Guilford in the County of New Haven in the Colony of Connecticut yeoman and Shopkeeper Plt. vs Elizabeth Benton of Hatfield in the County of Hampshire Widow & Spinster Executrix of the last Will and Testament of Elias Benton late of said Hatfield dec^d. Deft. in a plea of the Case wherein the Plt. demands Ten Pounds 24/6 which the s^d Elias on the 1st Day of Nov. 1761 he being then alive owed the s^d Thomas for Merchandizes &c. & promised him to pay him on Demand, but never paid it, nor has the Deft. paid it since ~~the~~ s^d Elias his Death &c. The Plt. by Moses Bliss Esq. his Attorney appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the said Thomas do recover against the said Elias his Estate in the hands and under the Administration of the s^d Executrix Ten pounds two Shillings and four pence two farthings lawful money Damages & Cost of Suit taxed at Two pounds 11/7. & he may have his Exon thereof &c. Exon is. 15th April 1764

Jeremiah Snow of Springfield in the County of Hampshire yeoman Plt. vs Elijah Leonard of the same Town yeoman Deft. in a plea of the Case wherein the Plt. complains for that the s^d Elijah at said Springfield on the first Day of December 1763 by his note for Value rec^d. promised the Plt. to pay him four pounds 12/ lawful money on Demand with the lawful Interest till paid yet tho' often thereto requested has never paid the same or any part thereof but wholly denies to do it to the damage of the s^d Jeremiah &c. The

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Snow
Lynard
The Plt. by Moses Blisp Gent. his Attorney appears - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. four pounds thirteen Shillings and two Pence two farthings lawful money Damages and Costs of Suit taxed at one Pound 15/3. and he may have his Execn thereof do. Afterwards now at this Term comes here the said Elizah by John Worthington Esq. by his Att. and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties, as the Law directs, for the said Elizah's prosecuting the Appeal with Effect, as by the s^d Recognizance on file appears.

Ribbe
or
Hitchcock
Isaac Ribbe of Enfield in the County of Hampshire yeoman Plt. vs Ebenezer Hitchcock Jun^r of Springfield in the s^d County yeoman Deft. in a plea of the case wherein the Plt. demands Six Pounds lawful money which the deft. on the fourth day of December last by his note promised one Nathaniel Willet to pay to him or his order on Demand who afterwards the same day ordered y^e contents of the s^d note to be paid to the Plt. which the deft. well knew promised accordingly but never has performed so. The Plt. by Moses Blisp Gent. his Att. appears - The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. five Pounds fourteen Shillings lawful money Damages and Costs of Suit taxed at one pound 7/3. He may have his Execn thereof.

Blisp
or
Burt
Moses Blisp of Springfield in the County of Hampshire Gent. Plt. vs Joseph Burt of the same Town yeoman Deft. in a plea of the Case wherein the Plt. demands 30^s which the deft. on the 12th day of August last past by his note promised the Plt. on demand with Interest &c. Also 26^s which he on y^e same day by his other note promised the Plt. on demand with Interest &c. Also 6^s which y^e deft. on the 31st day of Oct^r last by his other note promised the Plt. on demand And also the further Sum of 6^s due from the Deft. to the Plt. by book Ac^t &c. as on file - The Plt. appears. The Deft. being three times publicly called makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Three Pounds eighteen Shillings lawful money Damages and Costs of Suit taxed at one Pound 15/5. Execn is 9th April 1764.

Chapin
or
Stebbins
Joanna Chapin of Springfield in the County of Hampshire Widows spinster Plt. vs Ebenezer Stebbins the second of the same Town yeoman Deft. in a plea of the Case for that the deft. at said Springfield on the twentieth day of December 1759 by his note for Value rec^d promised the s^d Joanna to pay her twenty two pounds lawful money by the first of June then next with the lawful Interest thereof till paid y^t Ebenezer this often requested hath not paid the same or any penny thereof but refuses to pay the same to her damage £30⁰ - The Plt. by Moses Blisp Gent. her Attorney appears. The Deft. being three times publicly called to come into Court makes default of appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Nineteen Pounds five Shillings lawful money Damages and Costs of Suit taxed at one pound 14/7. &c. Afterwards now at this same Term the s^d Ebenezer by John Worthington Esq. his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant's prosecuting the Appeal with Effect as by the s^d Recognizance on file it appears -

Serimna Blifs of Wilbraham in the County of Hampshire Gentlewoman Adm^{or} Blifs
nistratrix of all the Goods and Chattels Rights and Credits which were of Abel Blifs
Gent^r late of a Place lately part of Springfield in y^e s^d County now called Hancock
Wilbraham v^s de^r? who died Intestate Plt. vs Abel Harwicks of said
Springfield yeoman de^r. in a plea of the Case for that the de^r. at said
Springfield on the Twenty first Day of August 1761. by his note of that date for Value
received promised said Abel Blifs then living to pay ^{him} thirty nine shillings
and nine Pence lawful money on demand together with the lawful Interest till
paid yet the de^r. tho' often requested never paid the said Abel de^r? any part
of the same nor to the s^d Adm^{or}? since his Death but refuses to pay her the same
to her Damage Three pounds. The Plt. by Moses Blifs Gent. her Attorney comes
here. The De^r. being three times publicly called makes default of Appearance
here. It is therefore Considered by the Court that the said Serimna in her
Capacity aforesaid do forever against the s^d Abel the De^r. forty five shillings
and eight Pence lawful money Damages and Costs of Suit taxed at one pound
17/11. After all which now comes here the said Abel the De^r. by John
Northington Esq. his Attorney and appeals from the Judgment of this Court
to the Superior Court of Judicature to be holden at Springfield within and for
the County of Hampshire on the fourth Tuesday of Sept. next & recognizes with
Sureties as y^e Law requires for his prosecuting y^e Appeal with Effect as by the
said Recognizance on file it appears

Jedidiah Blifs of Springfield in the County of Hampshire Gent. Plt. vs James Blifs
Wilson of the same Town yeoman De^r. in a plea of the Case wherein the De^r.
demands four pounds 1/3 1/4 which the de^r. on the 14th of July last paid by his note Wilson
promised the Plt. on demand with Interest till paid & as on file. The Plt. by
Moses Blifs Gent. his Att^r. appears. The De^r. being three times publicly called
makes default of Appearance here. It is therefore Considered by y^e Court
that the Plt. do forever against the De^r. four pounds four shillings and six pence
lawful money Damages and Costs of Suit taxed at one pound 14/7
Exon is 4 15th April 1764

Noah Brooks of Springfield in the County of Hampshire yeoman Plt. vs Daniel Brooks
Lamb of Wilbraham in the same County yeoman De^r. in a plea that he renders
to the Plt. three pounds lawful money which he bound himself to the s^d Noah by Lamb
his bond sealed with his y^e De^r? seal and dated the 13th day of Jan^y last to pay to
him on demand & as is fully declared in the Writ. The Plt. appears by Mr. Moses
Blifs his Att^r. And the De^r. comes and prays for an equitable Chawing of the bond
declared on, and that he may be heard touching the same. Thereupon the Court having
seen the said Bond & heard the Parties thereon it appears that the Plt. ought to have
the sum demanded. It is therefore adjudged that the Plt. recover against the De^r.
three pounds lawful money Debt & Costs of Suit taxed at one pound 14/3. & may
have his Exon thereof. Exon is 4 15th April 1764

Benjamin Ashley of Springfield in the County of Hampshire yeoman Plt. vs John Williston
of the same Town yeoman De^r. in a plea that he renders to said Benjamin
Benjamin forty one pounds 16/8 3/4 lawful money which to said Benjamin he
owes & from him unjustly detains wherein the s^d Benjamin says that s^d John at
Springfield on the 15th of Sept. last by his bond under his hand & seal of that date
in Court to be produced bound himself to the said Benjamin in the s^d sum to be
paid the s^d Benjamin within three months from that date with the lawful Interest
till paid yet s^d John tho' often requested hath not paid the same or any penny thereof but

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Ashley
or
Williston } But refuses to do it to the Damage of the said Benjamin £45. The Plt. by Moses
Bliss Gent. his Attorney appears. The Deft. being three times publicly called
makes default of Appearance here. It is therefore Considered by the Court
that the Plt. do recover against the Deft. forty two pounds Seventeen
Shillings and eight Pence lawful money Debt and Costs of Suit taxed at one
pound twelve shillings and Five-pence or. After all which the s. John the
deft. by John Worthington Esq. his Attorney comes here and appeals from
the Judgment of this Court to the Superior Court of Judicature to be holden at
Springfield for and within the County of Hampshire on the fourth Tuesday
of September next and he recognizes with Sureties as the Law directs for the
said John the Deft. his prosecuting the appeal with Effect as by the said
Recognizance on file appears —

Wallis
or
Marcy } William Wallis of South Brimfield in the County of Hampshire yeoman Plt.
or Benjamin Marcy of Woodstock in the County of Worcester yeoman Deft. in
a Plea of the Case for that said Benj^a at s. South Brimfield on the fourth
day of Decr. 1763. by his note for Value rec. promised the Plt. to pay him 40
pounds on demand with the Interest &c but hath never paid it to the Plt. da-
mage £4. or The Plt. by Mr. Tim^o Danielson his Att. comes here and
humbly moves that the Action may be continued until the next Term of
this hon^{ble} Court that the Deft. Sheriff may have Opportunity to come in
and mend his Return on the Plt. Writ & it is granted him —

Wallis
or
Erdum } Jonathan Wallis of South Brimfield in the County of Hampshire yeoman
Plt. or Benjamin Marcy of Woodstock in the County of Worcester yeoman deft.
in a plea of the Case for that the said Benjamin at said South Brimfield
on the fourth day of December 1763. by his note for Value rec. promised the Plt.
to pay him Eleven pounds 10s. money on demand with Interest &c but tho'
often requested hath never paid it to the Plt. damage £16. or
The Plt. by Mr. Tim^o Danielson his Attorney comes here and humbly prays
the Action may be continued until the next Term of the hon^{ble} Court that
the Deputy Sheriff may have Opportunity then to come in and mend his
Return on the Plt. Writ, & it is granted him —

Danielson
or
Colton } Timothy Danielson of Brimfield in the County of Hampshire Gent. Plt. or Charles
Colton of Springfield in the said County yeoman and Lewis Bliss of s. Springfield
Gent. deft. in a plea of the Case for that the s. Charles and Lewis at said Springfield
on the 7th Day of May Anno Domⁱ 1763 by their note for Value rec. promised the Plt.
to pay him or order Seven pounds 10s. lawful money within three months with lawful
Interest till paid yet tho' often requested the Deft. or either of them have not paid it
same but neglect it to the Damage of the s. Timothy £12. — The Plt. appears
in his proper person. The Deft. tho' three times publicly called to come into
Court do not come but make default of Appearance here. It is therefore Consider-
ed by the Court that the Plt. do recover against the Deft. Seven Pounds Seventeen
Shillings lawful money Damages and Costs of Suit taxed at two Pounds & 5s. or
After all which the said Charles in his proper Person comes before the Court now
here and appeals from the Judgment of this Court to the Superior Court of
Judicature to be holden at Springfield within and for the County of Hampshire
on the fourth Tuesday of September next and he recognizes with Sureties as
the Law directs to prosecute the Appeal with Effect as by the said Recogn-
izance on file appears —

Fowler Noble in a plea of the Case for that the Deft. at said Northampton on the 21st of Sept. 1762 by their Note for Value received promised the Plt. to pay him or his order Eleven Pounds 16/9 at or before the first of March then next with lawful Interest for the same after three months from the Date till paid yet the Deft. tho often requested have never paid the same or any part thereof but unjustly neglected to do it to the damage of the s^d Biddad £22. The Plt. by John Worthington by his Attorney appears. The Defendants being three times publicly called make default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the said Defendants Twelve Pounds thirteen Shillings & a penny lawful money Damages and Costs of Suit taxed at one Pound seventeen Shillings and seven pence - After all which the Defendants by John Phelps Gent. their Att. come here and appeal from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next, and he recognizes with sureties as the Law directs for the Appellants prosecuting the said Appeal with effect as by the Recognizance on file appears.

Idemo y Blair Biddad Fowler of Westfield in the County of Hampshire yeoman Plt. vs Robert Blair of y^e same Westfield yeoman Deft. in a plea of the Case for that s^d Robert at said Northampton on the 29th of Jan^y 1763 by his note for Value received promised the Plt. to pay him or his order fourteen Pounds 3s. lawful money on Demand with Interest for the same till paid yet tho often requested he hath not paid the same but neglects it to the Damage of the said Biddad £18. The Plt. by John Worthington by his Attorney appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. fifteen Pounds & seven pence lawful money Damages and Costs of Suit taxed at one Pound fourteen Shillings and seven pence - After all which the said Robert by John Phelps Gent. his Attorney, ^{comes here} appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next & he recognizes with sureties as the Law directs for the said Robert, prosecuting the Appeal with effect as by the said Recognizance on file it appears.

Winchel y Miller John Winchel of Suffield in the County of Hampshire yeoman Plt. vs Benjamin Miller of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands Three Pounds 6s. which the Deft. on the 29th day of Jul^y last by his note promised the Plt. on demand with Interest but has not paid. The Plt. by John Worthington by his Attorney appears. The Deft. being three times publicly called makes Default of Appearance here. It is therefore Considered by the Court that the Plt. do recover against the Deft. Three Pounds eight Shilling lawful money Damages and Costs of Suit taxed at one pound seventeen Shilling and seven Pence. & he may have his Issue thereof.

Medman y Cooley Thinehas Medman of Springfield in the County of Hampshire yeoman Plt. vs Heribond Cooley of the said Springfield yeoman Deft. in a plea that he render to the said Thinehas Twenty nine Pounds 12s. which the Deft. owes & from him the Plt. detains for that whereas at said Springfield on the 29th of August last the said Heribond by bond of that date under his hand and Seal in Court to be produced bound himself & the said Thinehas in the sum of Twenty nine Pounds 12s. to be paid him on demand yet tho often requested the Deft. hath never paid the same or any part thereof but unjustly neglected

neglects to do it to the Damage of the said Phineas £30. The Plt. by John Worthington Esq his Attorney comes here. The Deft. being three times publicly called makes default of Appearance here. It is therefore considered by the Court that the said Phineas do recover against the said Hezekiah fifteen Pounds four Shillings and two pence one farthing lawful money, being the Chancery of the said bond Debt, & Costs of Suit taxed at one Pound fourteenth Shillings & seven pence. He may have his Exon. After all which the s^d Hezekiah by Moses Bliss Gent. his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant prosecuting the appeal with Effect as by the said Recognizance on file appears.

Silvester Gardiner of Boston in the County of Suffolk Dy and William Jepson of Hartford in the County of Hartford & Colony of Connecticut & Apothecary Plt. vs Datis Insign of Westfield in the County of Hampshire yeoman deft. in a plea of the case wherein the Plt demand Twenty Pounds 1/0 which the deft. by his note on the 29th day of September last promised to the Plt. or their order on demand with Interest the Plt. by John Phelps Gent. their Att. appear. The deft. being three times publicly called makes default of Appearance here. It is therefore considered by the Court that the Plt. do recover against the Deft. Twenty pounds Eleven Shillings and Two Pence lawful money damages and Costs of Suit taxed at two pounds eight Shillings and eight Pence & they may have their Exon thereof do.

John Wright of Northampton in the County of Hampshire yeoman Sole Executor of the last Will and Testament of Hezekiah Wright of the said Northampton Shopkeeper Plt. vs Ezekiel Kellogg of New-Salem in the said County yeoman Deft. in a plea of the case for that the said Ezekiel at said Northampton on the second day of July 1754 by his note for Value received promised the s^d Hezekiah then alive to pay him Eight Pounds lawful money by the first day of September then next with lawful Interest thereof till paid yet said Ezekiel tho often requested never paid the same to the said Hezekiah then living nor to the said John Executor as aforesaid since his death to do it to the Damage of the said John in the s^d Capacity £15. The Plt. by Simon Stronge Gent. his Attorney appears. The Deft. being three times publicly called makes default of Appearance in Court. It is therefore considered by the Court that the Plt. in the said Capacity do recover against the said Ezekiel Twelve Pounds Twelve Shillings and seven pence one farthing lawful money Dam. and Costs of Suit taxed at one pound eight Shillings and Eleven Pence. He may have his Exon thereof do. After all which the Deft. by Charles Phelps Esq by his Attorney comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant prosecuting his appeal with Effect as by s^d Recogn^{ce} on file appears.

Noadiah Lewis of Amherst in the County of Hampshire yeoman Plt. vs Elijah Alvord of South Hadley in the same County yeoman deft. in a plea of the case for that s^d Elijah said Amherst on the Twelfth day of July 1763 by his note for Value received promised said Noadiah to pay and deliver to him Twenty four bushels of Good Salted Lard as salt of the Value of four Shillings by the bushel at the Ware House of Job Alvord in Springfield aforesaid within six Weeks from the Date of said note also for that s^d Elijah at s^d Amherst on s^d Twelfth day of July for Value rec^d promised s^d Noadiah to pay and deliver to him at s^d Ware House three Hog heads of the Value of three Shillings and four pence each within six Weeks then next

179. then next ensuing and the Plt. says he was always ready at^s Place of delivery to receive
Lewis } said Salt and Hog's head yet the Deft. altho often requested hath never performed his said
Alvord } promises or either of them but refuses to do it to the Damage of the s^d. Noddish L^d.
The Plt. by Simon Strong Gent. his Attorney appears. The Deft. being three times
publicly called to come into Court makes Default of Appearance here -
It is therefore Considered by the Court that the Plt. do recover against the Deft.
Five Pounds Six Shillings lawful money Damages and Cost of Court taxed at one
Pound nine Shillings and three pence, & he may have his Execⁿ &c. After all which the
said Elijah by Charles Phelps by his Attorney comes before the Court now here and
appeals from the Judgment of this Court to the Superior Court of Judicature &c. to be
holden at Springfield for and within the County of Hampshire on the fourth Tuesday
of September next and he recognizes with Sureties as the Law directs for the said
Elijah's prosecuting the Appeal with Effect as by the said Rec^d &c. in file appears.

Porter } Ezekiel Porter of Weatherfield in the County of Hartford and Colony of Connecticut Surgeon
Hubbard } Plt. vs Joseph Hubbard of Hadley in the County of Hampshire (Edwainer Deft. in a
plea of Trespass for that said Joseph at said Hadley on the first Day of January last
and at divers days and times between said first day of s^d. January and the thirtieth day
of the same January with force and Arms broke and entered the Close of the s^d. Ezekiel
in said Hadley and the Trees of s^d. Ezekiel to wit twenty Trees of one foot diameter and
forty Trees less than one foot in Diameter then and there standing and growing in said
Close without Leave or Licence cut fell destroyed and Carried away contrary to the
Law of this Province in such Cases provided and against the King, Queen &c. whereon
said Ezekiel says that by Virtue and force of one Law of this Province of the Massachusetts
Bay in such Cases provided the said Joseph, by the cutting felling destroying and
carrying away of the s^d. Trees in manner as aforesaid forfeited and ought to pay to
said Ezekiel forty Shillings lawful money for each of s^d. Trees of one foot Diameter and
twenty Shillings like money for each of said Trees less than one foot in Diameter
which said forfeiture amounting in the whole to eighty Pounds the s^d. Joseph hath
never paid any part thereof tho by the Plt. often thereto requested but wholly
refuses to do it to the Damage of the said Ezekiel &c. - The Plt. by Simon Strong
Gent. his Attorney comes here and the Deft. by Joseph Hawley by his Att^r likewise
comes here and the said Parties here agree to refer the Case and all other Demands
they have on each other to the final Determination and Award of Oliver Partridge by
John Hunt Gent. & William Williams Gent. or any two of them, Arbitrators mutu-
ally chose by the s^d. Parties & they pray that their s^d. Submission & Agreement
may be made a Rule of this Hon^{ble} Court & the same is rec^d accordingly & it is thereupon
ordered that the s^d. Arbitrators do hear the s^d. Parties and bring their Award upon the
premises into this Court as soon as may be &c.)

Woodsbridge } Joel Wyman and Benjamin Leonard Jun^r. Wyman both of Springfield in
the County of Hampshire Plt. vs John Woodsbridge the Second of South Hadley in
the said County Gent. Deft. in a plea of the Case wherein the Plt. demand Ten
pound 4/8 which the Deft. owes them for sundry Articles of Merchandise &c. -
The Plt. by Joslin Wy Gent. their Attorney appear. The Deft. being three times
publicly called makes Default of Appearance here - It is therefore Considered
by the Court that the Plt. do recover against the Deft. Ten Pounds four Shillings
and eight pence lawful money Damages and Cost of Court taxed at one pound
Twelve Shillings and seven Pence &c. Execⁿ u. 4th May 1764 -

Samuel White of Hartford in the County of Hartford & Colony of Connecticut
vs Jesse Griffin late of Hartford aforesd. German Deft. in a plea of the ^{White}
vs ^{Griffin}
Defor that the Deft at a place called Hartford in Northampton aforesaid on
the twelfth day of June last owed the Plt. Two Pounds 9/10. to balance accounts
according to the Account on file & in consideration thereof then promised the Plt. to
pay him the same on Demand &c. tho' often requested he hath never paid the
same but neglects it to the Plt. Damages &c. The Plt. by Justly Gent. his
Attorney appears. The Deft. being three times publicly called makes default
& appearance here. It is therefore Considered by the Court that the s^d. Samuel
do recover against the said Jesse Two Pounds nine shillings and ten pence lawful
money Damages and Cost of Suit taxed at Two Pounds one shilling and sixpenny
After all which the Deft. by Simeon Strong Gent. his Attorney comes here and
applies from the Judgment of this Court to the next Superior Court of Judicature
be holden at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next and he recognises with Sureties as the Law directs for
the Appellant, prosecuting the Appeal with Effect as by y^r. Recognizance on
file appears —

John Wright of Northampton in the County of Hampshire German Executor of the last ^{Wright's}
Will and Testament of Hezekiah Wright late of the said Northampton Shopkeeper Dec^d. ^{and Comp^t}
vs Benjamin Scott of Hatfield in the said County German wherein the said ^{Scott}
John complains that at a Trial before Josiah Chauncy Esq. one of his Majesty's Justices of
the Peace for the said County on the sixteenth day of November last past he in the said
Capacity recovered Judgment against the said Benjamin for Seventeen shillings & three
pence two farthings lawful money Damages & Cost of Suit & from which Judgment the
said Benjamin appealed to this Hon^{ble} Court & recognized to prosecute the appeal with
Effect here but hath failed so to do, the Complainant therefore prays affirmation of
the s^d. Judgment with additional Interest and Costs — It is therefore Considered by y^r.
Court that the said John in the said Capacity do recover against the said Benjamin
Seventeen shillings and Six pence half penny lawful money Damages and Cost of
Court taxed at thirty five shillings & nine pence
Exon is^d 20th Mar. 1764.

Humbly shews to this Hon^{ble} Court Cleaver Nash of South Hadley in the County of Hampshire ^{Nash}
German that at a Trial before Samuel Mather Esq. one of his Majesty's Justices ^{Woodbridge}
of the Peace he had on the eighth day of December 1763. by the Consideration of the said
Justice he recovered against John Woodbridge Jun^r. of the said South Hadley Gent.
thirty six shillings lawful money Damages and ten shillings and five pence for Costs
& Suit from which Judgment the said John appealed to this Hon^{ble} Court & recognized
to prosecute the said appeal with Effect but has failed so to do. the said Cleaver there-
fore humbly prays Affirmation of the said Judgment with additional Costs —

It is therefore Considered by the Court that the said Cleaver do recover against
the said John Thirty Six shillings lawful money Damages and Costs of Suit taxed
at thirty two shillings and eight pence —
Exon is^d 5th Mar. 1764 —

Humbly shews Cleaver Nash of South Hadley in the County of Hampshire German I dem^r
that at a Trial before Samuel Mather Esq. one of his Majesty's Justices of the Peace ^{Wood}
in the said County had on the eighth day of December last by the Consideration of the ^{Wood}
said Justice he recovered against John Woodbridge Jun^r. of the same South Hadley Gent.
thirty eight shillings lawful money Damages & 10/5 for Costs of Suit from which
Judgment the s^d. John appealed to this Hon^{ble} Court & recognized to prosecute the appeal
with

200.
Nash
Woodbridge } with Effect but has failed so to do the said Eleazer therefore humbly prays Affirma-
tion of the said Judgment with additional Costs - It is therefore Considered by the Court
that the said Eleazer do recover against the said John Thirty eight Shillings
lawful money Damages and Costs of Suit taxed at thirty two Shillings eight pence.
Exon ii. 5th March 1764.

Eleazer
Lundon } Eleazer Nash of South Hadley in the County of Hampshire yeoman humbly
shews that at a Trial before Samuel Mather Esq one of his Majesty's Justices of
the Peace for the said County had on the eighth day of December last By the
Consideration of the said Justice he recovered against ~~the said~~ John Woodbridge
Sunt. of South Hadley afores^d Gent. thirty six Shillings lawful money Damages and
Costs of Suit taxed at 10^s from which Judgment the s^d John appealed to this
Hon^{ble} Court and requested to prosecute the appeal with Effect but has failed
so to do the said Eleazer therefore prays Affirmation of the said Judgment with
additional Costs - It is therefore Considered by the Court that the s^d Eleazer
do recover against the said John Thirty ^{six} Shillings lawful money Damages
and Cost of Suit taxed at Thirty two Shillings eight pence. Ex. 2^d. 5th Mar. 1764.

Symon
et al.
Stevens } Elijah Symon yeoman & Elijah Clarke yeoman both of Northampton in y^e County
of Hampshire humbly shew that Samuel Stevens of Charlestown in the Province
of New Hampshire by procured them to be served with process for their Appear-
ance at this Court on pretence of a certain Trespas alleged to have been committed
by them against the s^d Stevens as is fully declared in his Writ - and the s^d Samuel
has discontinued his Suit, the s^d Symon and Clarke therefore pray Judgment for
their reasonable Costs - Thereupon the Process being seen & it appearing to the Court
that the s^d Stevens doth not dwell within this province but is out of the same -
& that the said Process is indorsed by One Elijah Alvord of s^d Hadley in y^e County of
Hampsh^r Yeoman Attorney to the s^d Stevens & as much as Attornies are by y^e
Law of the Province chargeable in such Cases - It is therefore Considered that the s^d
Symon and Clarke do recover ag^t the said Alvord Thirty Six Shillings & six pence
lawful money allowed them for their Costs & they may have their Exon^d
Exon ii. 16th Mar. 1764.

Harwood
Brooks } Mary Brooks of Ware in the County of Hampshire Widow and Spinster having commenced
her suit against John Harwood of the same Ware yeoman on pretence of a certain
Trespas alleged in her writ but discontinuing the same the s^d John comes here and
humbly prays his reasonable Costs may be adjudged him - It is therefore Considered
by the Court that the said John do recover against the s^d Mary Twenty five
Shillings and eight pence lawful money allowed him for his Costs.

Pease
Worthington
et al. } Joseph Pease of Suffield Plt. vs Jonathan Worthington and others Defts in a pleade
the referees to whom this Case was referred not having reported. The Parties come here
& humbly move that the Action may be further Continued under the same Rule until
the Term of the Court of y^e first Tuesday of May next it is continued accordingly.

Stoddard
et al. } Solomon Stoddard of Northampton Gent. who sues as well for the King as for
himself Plt. vs Eliabim Sackett Deft. The Parties come here and humbly pray that
a further day before this Lord here until the first Tuesday of May next ensuing
may be given them & it is granted them.

Lyde
et al. } Joel Lyde of Springfield & Benjamin Leonard Sunt. of Springfield Plt. vs John Townley
of Hartford Deft. in a plea of the Case - The parties come here and pray that they
may have another day until the first Tuesday of May next ensuing before y^e Lord
the King in this Court and it is granted them - And the s^d Parties agree that neither
of them shall have Costs at this Term.

Abraham Gibbs of Greenwich Plt. vs Joseph Higgins of Haverhill Deft. in a plea of ^{Gibbs}
the case & the s^d Abraham Gibbs being three times publicly called to come here and ^{Higgins}
institute his action against the s^d Joseph Was non-juit. thereupon the deft. comes
to pray for his reasonable costs. It is therefore Considered by the Court that s^d
Joseph do recover against the said Abraham his reasonable costs in defending the
suit of s^d Abraham taxed at £ no bill filed —

The foregoing Judgments and Orders being
made and recorded the said Inferior Court of
Common Pleas was adjourned without Day
Attest William Williams Clerk —

201-

1764

Court of
General
Sessions
Feb 7

Hampshire. Anno Regni Georgii Tertii Regis Magnae Britanniae
Franciae et Hiberniae Quarto -

At his Majesty's Court of General Sessions of the Peace holden at
Northampton within and for the County of Hampshire on the Second
Tuesday of February, being the fourteenth day of the same month,
Annnoque Domini 1764 -

Present

Israel Williams Esq
Timothy Dwight Esq
John Worthington Esq
Josiah Dwight Esq
Joseph Hawley Esq
Tim Dwight Junr Esq
Seth Field Esq
Samuel Mather Esq
Thomas William Esq
Josiah Chauncy Esq
Eliaser Porter Esq
Eldad Taylor Esq
Daniel Burt Esq

Grand Jurors.

Salah Barnard fore.
Aaron Colton absent
Samuel Palmer
Jonathan Strong Junr.
Eliphaiz Clap
Elijah Morton
Elisha Hubbard
Nehemiah Gaylord
Daniel Kellogg
Nathaniel Keller
Stephen Fowler
James Sherman
Moses Hitchcock absent.
Jonathan Russell
Ebenzer Harvey
This Jury attended
four days -
W. Salah Wright attended
this Jury

Jury for Trials -

Alexander Smith foreman
Benjamin Leonard Junr.
Jonathan Phelps
Benajah Strong
Asiah Parsons Junr.
Ebenzer Cowles
Oliver Morton
Edmund Hubbard Junr.
Thomas Dewey
Matthew Noble Junr.
Zadock Hawks
Moses Clarke
Pelayah Field
Stephen Hudson [on the Trial
of Noah Phelps -
- & Dewey & Noble - not present -
Edm. Hubbard was dismissed
after Phelps' trial

Colton
of the
Regem Charles Colton appellant adv. Dr. Regem tourit West. Stebbins 2^d a Comptable in
behalf of the Lord the King Appeller & as appears at large in Record of this Court
at the Preceding Term - And the said Charles comes and Defends & says that
the said Complaint ought not to be thereof maintained against him because he says
that heretofore tourit on the Tenth day of November A.D. 1762 and before the said
Complaint was made to the s^d Justice Dwight One of his Majesty's liege Subjects -
namely the said Charles Himself made Complaint to one Eldad Taylor Esq then and now
one of his Majesty's Justices of the Peace for the said County of Hampshire setting forth
that the said Charles on the twenty sixth day of Oct. 1762 at Springfield in the said County
of Hampshire did with force and Arms make an Assault on the body of Sedidiah
Blip of the said Springfield and did then and there smite and strike the s^d Sedidiah
against the Law and the Peace of our Sovereign Lord the King whereupon at Westfield
in the said County it was so provided that by the Consideration of the s^d Justice the
said Charles was judged guilty of the Assault and battery and smiting set forth in
the said Complaint and thereupon the said Justice did order that he the s^d Charles
should therefore pay a fine of two Shillings lawful money to the use of our Sovereign
Lord the King and that he should find sureties for his Appearance at the then next
Court of General Sessions of the Peace to be held at Northampton within and for the said
County of Hampshire on the Second Tuesday of February then next and that he should
be of the good behaviour in the mean time Whereupon the said Charles became bound
in the sum of five Pounds as principal & Nathaniel Williams & Moses Bagg as Justices
in the sum of fifty Shillings each for his the said Charles' Appearance at the s^d
next Court of General Sessions of the Peace aforesaid and for the said Charles' being
of the good behaviour in the mean time as by a true and attested Copy of the
said Justice's Judgment and order and whole Record thereon here before your
Worship

Worship produced doth manifestly appear And the said Charles avers that the s^d Justice had lawful Jurisdiction of the said Crime set forth in the said Complaint & good Right to take Cognizance thereof and to hear and try the same and to adjudge thereon as to Law and Justice belonged And the said Charles further says that he then and there paid down to the said Justice the sum of the said fine to the use of our s^d Lord the King and fully and in all Particulars performed and satisfied the said Sentence and Order of the said Justice thereon And he further says that the above s^d Assault Battery and Smiting set forth in the said Ebenezer's Complaint against him the said Charles is the same Assault Battery and Smiting set forth & charged against him in the abovesaid Complaint to the said Justice Taylor and heard tried and determined by the said Justice Taylor in manner aforesaid & no other all which the said Charles is ready to verify And therefore he prays Judgment of the said Complaint of the said Ebenezer thereof to your worship so far as it respects and touching the said Assault and battery therein contained should be maintained against him And the said Ebenezer Hobbins the Complainant aforesaid in behalf of our Sovereign Lord the King as aforesaid comes and protesting that the s^d Eldred Taylor never had any lawful Jurisdiction and Cognizance of y^e offence aforesaid by the said Charles committed as aforesaid further says that by any thing by the said Charles above in pleading alleged our Sovereign Lord the King ought not to be precluded of having the Complaint aforesaid maintained against the said Charles because he says that the plea afores^d of the said Charles and the matters therein contained are insufficient in Law and that he is not bound and that our Sovereign Lord the King is not bound to answer thereto and this in behalf of the said Lord the King he is ready to prove and thereof prays Judgment in the (N.B. the Parties to wit John Worthington by Attorney for the said Lord the King in this behalf and the said Charles agree that the foregoing plea & replication shall be considered and have the same effect as if entered upon the original Trial) - Thereupon the Verdicts being viewed & by the Justices of our s^d Sovereign Lord the King now are present fully understood, It appears to the said Justice that the Plea of the said Charles above pleaded is good and sufficient in Law to preclude the said Ebenezer Hobbins complaining as afores^d from having his Complaint aforesaid against the said Charles thereof maintained: & It is therefore adjudged that the Judgment & Order of the s^d Justice Taylor aforesaid shall be & hereby it is reversed & the s^d Charles discharged therefrom & the s^d Complaint be dismissed & that the s^d Charles may go without Day

The Grand Jurors of our Sovereign Lord the King for the body of the County of Hampshire do on their Oaths present John Danielson of South Brimfield in the s^d County yeoman for that s^d John at said South Brimfield on the Twenty first day of December Anno Domini 1762 did with force and Arms maliciously make an Assault upon the body of one John Ingersoll of said South Brimfield yeoman he the s^d John Ingersoll then being in the peace of God and of the said Lord the King & that the said John Danielson did then and there maliciously & wilfully with force & Arms that is to say with Clubs Staves and his fists beat bruise wound & evil intreat him the said John Ingersoll in so grievous a manner that the Life of the said John Ingersoll was despaired of and other enormities did to the s^d John Ingersoll to the Great Damage of the said John Ingersoll contrary to Law to the evil Example of others and against the Peace of the said Lord the King his Crown & Dignity Which Prejudgment was made at the last May Term and signed John Hawkes foreman - And now Comes before the Court of the Lord the King now here present the said John Danielson according to his Recognizance and having had the hearing of the Indictment afores^d the s^d John defends & says that the s^d Prejudgment ought not to be

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2^d Rex
Danielson } to be thereof maintained against him because he says that herebefore writ on the
Twenty first Day of December 1702 and long before the 2^d Presentment was made on
a Complaint made to one John Sherman Esq. then and now one of his Majesty's Justices
of the Peace for the said County of Hampshire by the said John Ingersoll setting forth
that the said Danielson and one Abijah Leonard on the evening of the Twentieth day
of the said December with force and arms made and committed an Assault and
Battery on the body of the said Ingersoll by then and there smiting and striking
sundry blows on his the said Ingersoll's head with a Club or Stick and did many ways
abuse the 2^d Ingersoll against law and the Peace of our sovereign Lord the King his
Crown and Dignity. It was so proceeded that by the Consideration of the 2^d Justice of
the said Danielson was judged guilty of the Assault and Battery set forth in the said
Complaint and thereupon the said Justice did order that the said Danielson should
therefore pay a fine of ten Shillings lawful money as a fine to our said Lord the King
and Costs of Prosecution taxed by the said Justice at twenty four Shillings like
lawful money and that he the said Danielson should stand committed until the
said Sum should be paid as by a true and attested Copy of the said Justice's
Judgment and Order thereon here in Court produced doth manifestly appear
And the said Danielson avers that the said Justice had lawful Jurisdiction of
the said Crime set forth in the said Complaint and good right to take Cognizance
thereof and to hear and try the same and to judge and award thereon fully as to
law and Justice belonged And the said Danielson further says that he then and there
paid down to the said Justice to the use of our said Lord the King the whole Sum of
the said fine and also of the said Costs and fully performed the said Sentence &
order of the said Justice thereon And he further says that the aforesaid Assault
and Battery set forth in the said Presentment of the said Grand Jury and charged
against him the said John Danielson is the same Assault and Battery which
was set forth in the said Complaint and heard and tried by the said Justice in manner
aforesaid and no other All which the said Danielson is ready to verify therefore
he prays Judgment if the said Presentment shall be thereof maintain'd agt. him
And John Worthington by Attorney to the said Lord the King who in this behalf prosecutes
comes into Court and protesting that there is no such Person as the said Danielson in
pleading hath alledged and protesting also that the Battery in the Complaint aforesaid
mentioned is not the same Battery in the presentment aforesaid mentioned protesting
also that the said John Sherman had no legal Cognizance of the 2^d Offence, further
says that the Plea aforesaid of the said John above pleaded and the matters therein
contained is insufficient in Law and that our sovereign Lord the King ought not thereby
to be precluded from having the presentment aforesaid maintain'd against him the said
John Danielson all which the said John Worthington is ready to prove on the behalf
of the said Lord the King &c and hereof prays Judgment. And the 2^d Danielson
says that his plea above pleaded is sufficient. Thereupon all and singular the
Premises being seen and by the Justices of our 2^d Lord the King now here present fully
understood forasmuch as it seems to the said Justices that the aforesaid of the said
John Danielson by him in manner above pleaded is not sufficient in Law to preclude
our 2^d Lord the King from having the Presentment aforesaid thereof against the 2^d Danielson
maintained and for that the said Danielson hath not in any manner denied agt.
him in the aforesaid presentment contained. It is therefore Considered that the 2^d John
Danielson for the Offence aforesaid shall pay a fine of forty Shillings lawful money to
be for the use of our said Lord the King for the Support of the Government &c and Costs of
Prosecution taxed at six pounds sixteen Shillings and two pence standing committed &c
which the 2^d John paid in Court

Samuel Kendall of New Salem in the County of Hampshire Clerk who presents his Complaint against the Inhabitants of New Salem aforesaid at the last Term of the Court now comes here and says he will no further prosecute the same Complaint against the said Inhabitants of New Salem. It is therefore ordered that it be dismissed.

The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their Oaths present Bernard Pratt of Granville in the County of Hampshire a Yeoman for that the said Bernard at said Granville on the tenth day of June last past did hunt and kill two wild Deer and then and there had in his possession the raw flesh and raw skins of two wild deer then dead and killed after the twenty first day of December then last past contrary to the Law of this Province in that Case made and provided the Peace of the said Lord the King his Crown and Dignity. Which Offense was found at the last Term of the Court and signed Salah Barnard foreman. Whereupon it was commanded to the Sheriff that he should cause the s^d Bernard to come before the Justices and now comes before the Court the s^d Bernard in the Custody of ~~Mr~~ Moses Dewey Gent. a Deputy Sheriff and having had the hearing of this Indictment he says he will not contend with our Sovereign Lord the King & Submit Himself. It is therefore considered by the Court that the same Bernard Pratt be taken to satisfy our Lord the King of his fine by Occasion of the killing & possession Contempt aforesaid and the s^d Bernard then and there present in Court to a fine with our said Lord the King by the Occasion aforesaid prayed that he might be admitted to the fine of the same Bernard Pratt is set at Twenty pounds of lawful money of this Province to the use of our s^d Lord the King and the Costs of Prosecution taxed at four pounds one Shilling and two pence and he the said Pratt stands committed to Prison. But forasmuch as the said Bernard has now declared in Court and it appearing to the Court that he is not able to pay the said fine It is further considered that he shall be sold to any of his Majesty's liege Subjects for the Space of four months from the time he may be discharged from the aforesaid Commitment. Sold to Benj^a Sheldon Jun^r for 27/-

John Worthington Esq. Attorney to our Sovereign Lord the King in this behalf comes in Court complains and gives your honours to be informed that Perez Bardwell of Hatfield in the County of Hampshire a Yeoman on the thirteenth day of January Anno Domⁱ 1763 at said Hatfield did with force and Arms hunt and kill one grown wild Deer and then and there had in his possession the raw Skin and flesh of one grown wild deer killed after the Twenty first day of December then last past contrary to one Law of this Province in that Case made and provided the Peace of the said Lord the King his Crown and Dignity. John Worthington. And the same Perez Bardwell being here present in his proper person and having had the hearing of the Information & Complaint aforesaid says that he is thereof guilty. It is therefore considered by the Court that the said Perez shall pay a fine of ten pounds by Occasion of his offense & Contempt aforesaid to be the one half thereof to the use of our Lord the King and the other half to Oliver Partridge of Hatfield Esq. the original Informer and Costs of Prosecution taxed at twenty Shillings standing committed to Prison. But forasmuch as it hath appeared to this Court that the said Perez is not able to pay the fine aforesaid It is further considered that he shall be sold to any of his Majesty's Subjects for the Term of two months to commence from the time of his Discharge from the aforesaid Commitment. Sold to John John Clay for 22/-

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire do on their Oaths present James Gilmore late of Hatfield in s^d County Jun^r Labourer and Son of James Gilmore of s^d Hatfield Yeoman for that the said James & younger at Hatfield aforesaid on the tenth day of January last past wittingly & willingly with force

Rea } *Gilmore* } I and arms did hunt and kill one wild Deer and then and there had in his possession the raw flesh and raw skin of a wild deer killed since the twenty first day of December last past. Contrary to the Law of this Province in that case made and provided the peace of the said Lord the King his Crown and Dignity - which presentment was found at the last Term of the Court and signed Salah Barnard foreman. Thereupon it was Commaned to the Sheriff that he should not omit to but cause him to come to answer. And now the said James the younger comes before the Court and having had the hearing of this Indictment he says that he is guilty thereof. It is therefore Considered by the Court that the said James Gilmore the younger shall for the offence and Contempt aforesaid pay a fine of ten pounds of lawful money to be to the use of the said Lord the King and Costs of prosecution taxed at twenty two shillings standing Committed to after wards to wait now at this same Term because it ^{hath} appeared to the Court that the said James is not able to pay the sum as fixed upon him as aforesaid. It is further Considered that he shall be idle for the space of two months to any of his Majesty's Subjects unmolested from the time of his discharge from Commitment aforesaid. - Sold to Elias Sheldon for 22/-

Rea } *Phelps* } The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire do on their Oaths present Noah Phelps of Westfield in said County yeoman for that said Noah at said Westfield on the last day of January last past did hunt and kill one wild deer and then and there had in his possession the raw flesh and raw skin of a Wild Deer killed since the 21st day of December last past Contrary to one law of this Province in such case made and provided the peace of the Lord the King his Crown and Dignity. Which Indictment was found at the Term of this Court on the first Tuesday of May last past; Whereupon it was Commaned to the Sheriff that he should not omit to but cause him to come to answer. And now comes before the Court the said Noah Phelps and having had the hearing of the Indictment he says that he is in Nothing guilty thereof, and of this he puts himself upon the Country. And John Worthington who for our Lord the King in this behalf prosecutes, in like manner to A Jury for this impannelled, and demanded, who to say the Truth concerning the Premises being tried and sworn, after a full hearing say upon their Oaths, that the said Noah Phelps is not guilty. It is therefore Considered that the said Noah may go without Day.

Rea } *Sunderland* } The Grand Jurors for the Lord the King for the body of the County of Hampshire do on their Oaths present that the Common and Publick Highway of the said Lord the King leading from Amherst in said County through Part of Sunderland in s^d County to Shutebury in the same County viz so much of the said Highway as lies in said Sunderland that is to say from the Westward line of s^d Shutebury to the Northward line of said Amherst through the whole Length thereof being one mile and a half and the whole breadth thereof being four rods, was on the first day of June last past and ever since hath been and still is rocky & out of Repair so that for Want of the due Reparation and Amendment thereof the liege Subjects of the said Lord the King using and passing in the same Highway could not and still cannot use and pass in the same without great Hindrance Inconvenience and Damage And the said Jurors on their said Oaths further say that the Inhabitants of the said Town of Sunderland ought by the Law and Statutes of this Province to amend and repair the said Highway but they hitherto have and still neglect and refuse to repair and amend the said Highway to the common Useance of the liege Subjects of the said Lord the King Contrary to the form of the Statutes in such case made and provided and against the Peace of the Lord the King -

King his Crown and Dignity - Which Judgment was found at the Term of the said ^{D. Rex} Court on the Last Tuesday of August last past. Whereupon it was Commanded to the Sheriff that he should not omit to but summon them to come to answer. And now come before the Court the said Inhabitants of Sunderland - & John Worthington by Attorney for the said Lord the King who in this behalf prosecutes also comes here; and the said Inhabitants of Sunderland aforesaid (who appear by Tallow Billing & John Cary their Agents) having had the hearing of the Indictment aforesaid they that they are thereof guilty. It is therefore Considered by the Court that the said Inhabitants of Sunderland aforesaid for their neglect and Contempt aforesaid shall pay a fine of twenty Shillings of lawful money to be to the use of the said Lord the King and Costs of Prosecution taxed at one pound seventeen Shillings and five pence. It is also Considered that a Warrant of Distress go against the said Inhabitants of Sunderland in infinitum until the Court shall be certified that the said Way is effectually repaired - find not p.

The Grand Jurors for the Lord the King for the body of the County of Hampshire do ^{D. Rex} on Oath present that the Common High Way of the said Lord the King in the Township of Shutebury in the said County between the Dwelling house of Aaron Oggood there & the west Line of the said Township of Shutebury for the space of two miles in Length and the whole width of the same Way being four rods throughout all the Length aforesaid on the Sunday of August last past, was, ever since has been and now is stony rocky and foundrous and out of Repair for want of a due Reparation and Amendment thereof so that the liege Subjects of the said Lord the King passing and travelling thro and over the same Way with carriages and carts cannot pass and repass without great Difficulty & Danger and that the Inhabitants of the said Town of Shutebury of right and by Law ought to amend and repair the same Way so often as the same stands in need of Repairs yet the said Inhabitants have hitherto neglected and still neglect to amend and repair the same Which neglect is contrary to the Law of this Province in such cases made and provided the peace of the said Lord the King his Crown and Dignity. Which presentment was found at the last Term of the Court and signed Salah Barnard foreman; Whereupon it was Commanded to the Sheriff that he should not omit to but summon them to come to answer - And now the said Inhabitants of the Town of Shutebury aforesaid by Jonas Lark their Agent come before the Court and John Worthington by who for our Lord the King in this behalf prosecutes comes here - And the said Inhabitants of Shutebury having had the hearing of the Indictment aforesaid they say that they are thereof guilty. It is therefore Considered by the Court that the said Inhabitants of Shutebury by reason of the neglect and Contempt aforesaid shall pay a fine of ten Shillings to the use of the Lord the King and Costs of Prosecution taxed at two pounds one Shilling; and that they be taken in execution to satisfy the same; and it is also Considered that a Distress shall go against the said Inhabitants until it be made to appear to the Court of the said Lord the King that the same way is effectually repaired.

The Grand Jurors for our Sovereign Lord the King for the body of the County of Hampshire ^{D. Rex} do on their Oath present Ephraim Pelton of Blandford in the said County yeoman for that said Ephraim at said Blandford on the tenth day of January last past willingly and willingly did hunt and kill one wild Deer and then and there had in his possession the Raw flesh and raw Skin of a Deer killed since the twenty first day of December last past contrary to a Law of this Province in such cases made and provided the Peace of the said Lord the King his Crown and Dignity - which presentment was made at the Term of this Court on the first Tuesday of May last - Whereupon it was Commanded to the Sheriff that he should cause him to come to answer. And now the said Ephraim Pelton comes before the Court of the said Lord the King now here. And having had the hearing of the

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the Indictment aforesaid he say. that he is not thereof guilty, and of this he puts himself
on the Country. And John Worthington Esq who for our Sovereign Lord the King in his
behalf prosecutes in like manner &c. A Jury for this impanelled, who to say the
Truth Concerning the Promises being tried and sworn, after a full hearing say upon their
Oath, that the said Ephraim Nelson is guilty of the killing & possession as in the Indictment
aforesaid against him is above supposed. It is therefore Considered by the Court that the sd
Ephraim for the offence and Contempt aforesaid shall pay a fine of ten pounds of lawful
money to the use of the said Lord the King and costs of Prosecution taxed at five pounds
sixteen shillings and two pence standing Committed & Afterwards now at this Term
forasmuch as it hath appeared to this Court that the said Ephraim is not able to pay the
sum aforesaid upon him as aforesd, it is further Considered that he shall be sold to any of
his Majesty's Subjects for the Space of two months to whom care from of his Discharge
from the aforesd Commitment, to satisfy for y^e Offence aforesd. - Sold to Wm. Brown for 6^d.

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The Grand Jurors for our Sovereign Lord the King for the County of Hampshire
do on their Oaths present Joseph Bardwell of Belcher town in the said County yeoman
for that the said Joseph at said Belcher town on the first Day of May last past with force
and Arms erected and set up a fence over and across part of the Common Highway
of the said Lord the King there between the Dwelling house of one Jonathan Bardwell
of said Belcher town and the brook there called Jabish and by the same fence sur-
rounded and inclosed a part of the same Way of the Length of fifteen rods and of 4th
Width of one rod and thereby straightened the same Highway there and lessened the
width thereof by the space of one rod throughout all the Length aforesd of fifteen
rods and the same fence so surrounding inclosing and straightening the same High
Way hath there kept up and continued from the said first Day of May to this Day
and still keeps up and continues the same to the Common Damage and hurt of
all the Liege Subjects of the said Lord the King passing and repassing along over
the same Way All which is contrary to the Laws of this Province in that Case made
and provided the Peace of the said Lord the King his Crown and Dignity -
Which Presentment was made at the last Term of the Court - Whereupon it was Com-
manded to the Sheriff that he should cause him to come to answer. And now comes
before the Court of the said Lord the King here present the said Joseph Bardwell, and John
Worthington Esq who for our Lord the King in this behalf prosecutes also comes into
Court. And the same Joseph having had the hearing of the Indictment aforesaid he says
he is thereof not guilty, and of this &c. Afterwards the said Joseph comes and humbly pray
the Leave of this Hon^{ble} Court to withdraw the plea aforesaid & it being granted him the sd
Joseph he says that will not contend with the Lord the King touching the Matter charged
against him in the Indictment aforesd. - It is therefore Considered by the Court that if
said Joseph for his trespass and Contempt aforesaid shall pay a fine of ten Shillings
of lawful money to the use and behoof of the said Lord the King and costs of this Prosecution
taxed at two pounds 16^d standing Committed &c which he paid in Court -

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The Grand Jurors do on their Oaths Present Jonathan Bardwell of Belcher town in the
County of Hampshire yeoman for that the said Jonathan on the first Day of May
last past at said Belcher town with force and Arms erected and set up a fence on the
Common Highway of the said Lord the King in said Belcher town between the Dwelling
house of the said Jonathan and the brook there called Jabish and by the same fence
surrounded and inclosed a certain part of the said Common Highway there of the
Length of fifteen rods and of the width of one rod and thereby lessened and straightened
the Width of the same Highway the Space of one Rod throughout all the Length aforesd
of fifteen rods and the same fence so surrounding inclosing and straightening the same High-
High-

High Way hath there kept up and continued from the said first day of May last to this day and still keeps up and continues the same to the common nuisance & injury of all the liege People the Subjects of our said Lord the King passing and repassing along & over the same Way all which is contrary to the Law of this Province in that Case made & provided the Peace of the said Lord the King his Crown and Dignity Which Presentment was found at the last Term of the Court; Whereupon it was Com- manded to the Sheriff that he should cause him to come in answer. And now comes before the Court the said Jonathan Bardwell. And John Worthington Esq. who for our Lord the King in this behalf prosecutes also comes into Court. And the same Jonathan having had the hearing of the Indictment aforesaid he says that he is not thereof guilty, and of this he afterwards the same Jonathan comes and prays the leave of his hon^{ble} Court to withdraw his plea aforesaid, & it is granted him, immediately thereupon he says that he will not contend without our Lord the King concerning the matters charged against him in the Indictment aforesaid. - It is therefore considered by the Court that the said Jonathan Bardwell be taken to satisfy our Lord the King of his fine, by reason of the Trespass and Contempt aforesaid. - And the same Jonathan then & there presents in Court to a fine with our Lord the King, by the Oration aforesaid prayed that he may be admitted; and thereof he puts himself upon the Merit of our Lord the King. And the fine of the same Jonathan by the Justices aforesaid is adjudged at ten Shillings or minimum of lawful money of this Province to the use and behoof of our said Lord the King & the Costs of this prosecution taxed at two pounds, 16^s. 0^d. in Court.

Elizabeth Colley woman and Benjamin Leonard Junr. Yeoman both of Springfield in the County of Hampshire come before the Court and acknowledge themselves to be severally indebted to our Sovereign Lord the King in the sum of Ten pounds to wit the said Elizabeth Colley principal in the said sum of £w. and the said Benj. surety in the said sum of £w. to be levied of their goods or Chattels Lands or Tenements &c. in want thereof upon their Bodies or of our said Lord the King his heirs or Successors - upon Condition following to wit, that if Elizabeth shall ^{fail to} make his personal appearance before this Court at the next Term thereof to answer particularly to the Presentment of the Grand Jury, and abide the order of Court therein and ~~shall~~ depart thence without leave.

John Nash Junr. of Northampton who stood bound by Recognizance taken in Court at the last Term to make his personal appearance here for the purposes therein mentioned being here present in Court was now discharged therefrom by Proclamation by order of Court.

Licence is granted to John Kellogg of Hadley to keep a ferry at the usual ferry place at the Lower End of Hadley Town street for one year next ensuing - And it is ordered that if any for man and Hogg be two pence one third of a penny from the first of June to the first of November and three pence one third of a penny the other part of the year, and one penny one third of a penny for a single person through the year - And the said John here in Court recognises to the King in the sum of ten pounds lawful money for the faithful discharge of his place.

John Cary of Sunderland is licensed by the Court to sell Tea Coffee and China Ware out of his Store there for one year next ensuing - And the said John Cary and Cleaver Porter Esq. of Hadley and William Billing of Sunderland Gentlemen come here & recognise to our sovereign Lord the King in the sum following to wit the said John principal in the sum of twenty pounds and the said Cleaver and William Sureties in ten pounds each, for his the said John's keeping and rendering the Accounts and paying the Duties by Law required in these Cases.

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Northampton
Cautions Pursuant to a Warrant under the Hands and Seal of three of the Select-
men of the Town of Northampton bearing Date the twenty second day of November
last on the 24th day of the same November Nath^l. Piper late of Concord Labourer
and his wife and three Children of the said Nathaniel Isaiah Bunce late of
Canaan in the County of Middlefield Blacksmith Jane Quig and James Blair
both late of Pelham Singletowners, and on the 25th day of the same November Gershom
Hale late of Windham in Connecticut Labourer and Gershom Barton late of South
Hadley Labourer were warned to depart and leave the s^d Town by Ruben Wright
Constable of Northampton who certifies that upon diligent Inquiry he finds that
the said Piper his wife and family have resided in y^e Town of Northampton from
the Seventh day of the said November that y^e s^d Bunce came to the s^d Town first
some time in September last the said Barton some time in June last, the said
Hale in the latter part of April last, the s^d Quig some in Oct^r last, the s^d Blair
in May last and that they have resided there ever since their coming to the 29th day of
Nov^r afores^d all which may be seen at Large on file.

Westfield
Cautions Pursuant to a writing purporting itself to be a Warrant under the Hands of five
Select-men of the Town of Westfield directed to y^e Constable of the same Town (having
no Seal thereto affixed) and bearing Date the 9th day of January last past on the
fourteenth day of the same January Abigail Noble and Child who came last
from Hebron in Connecticut and Robert Linsey and Apphia his wife and Seth
Simeon and Josiah their Children who came last from Kensington in Connecticut
and Benoni Fernum Reubiah his wife and Herman his son all late of Springfield
were warned forthwith to depart out of the said Town of Westfield as by a Certificate
on file under the Hand of John Kellogg a Constable of Westfield appears.

Brimfield
Cautions Pursuant to a Warrant under the hands and Seal of four Select-men of the Town of
Brimfield bearing date the 24th day of January 1763. directed to y^e Constable
of the same Town on the twenty fourth day of February then next following Jacob
Ainsworth who came from Brookfield on or about the fifteenth day of April
then last past was warned forthwith to depart out of the s^d Town of Brimfield by
John Holbrook Constable as by Warrant to return on file appears.

Northfield
Cautions Pursuant to a Warrant under the hands and Seals of three Select-men of the Town of
Northfield bearing Date the 26th day of December Edmund Gardner and Rebekah his wife
of Monimack in the Province of New Hampshire and Tho^s. Ugar of Winchester in the
same Province and Elias Lawrence and Anna his wife of Greenfield in the County of
Hampshire all which Persons came to the said Town of Northfield some time in Nov^r.
last on the 28th day of January 1764 were warned to depart from the s^d Town within
fourteen Days as the Law directs by Joseph Burt Constable as appears at large on file.

Greenwich
Cautions Pursuant to a Warrant under the Hands and Seal of two Select-men of the Town of
Greenwich bearing date the 22^d day of December last Samuel Hall and Bethia his
wife Bethia and Sarah their Daughters and Jonathan their Son, and David Hall &
Sarah his wife who came to sojourn or dwell in y^e Greenwich in May last, on the 27th
day of the same December were warned forthwith to depart out of y^e s^d Town by Solomon
Gibbs Constable who certifies that Hannah the Daughter and John the Son of the s^d Sam^l.
and Bethia first named were not to be found in his precinct. And Pursuant to one other
Warrant under the Hands and Seal of the same Select-men bearing Date the same 22^d
day of Dec^r afores^d John Southrop and Sarah his wife and John their Son and Lydia &
Beth Sheba and Anna and Sarah their Daughters who came to sojourn or dwell in y^e
Greenwich

Greenwich in May last, Mary the Wife of Josiah Pinna and Josiah their Son & Mary
their Daughter who came to sojourn or dwell in Greenwich in March last, & Samuel
Birchard and Anna his wife and Elisha their Son and Phebe their Daughter who come to
sojourn or dwell in 2^d Greenwich in November last on the 28th day of December afores.
were warned forthwith to depart from the 1st Town of Greenwich by William Rogers
Constable for Greenwich Who certifies that at y^e Desire of the Select Men he read the last
mentioned Warrant to Josiah Pinna first above named on the 30th day of Jan^y 1764 only
the several Warrants & Certificates on file it fully appears —

Pursuant to a Warrant under the Hands and Seal of five Select men of the Town of Colrain
bearing date the 10th day of January last John Stewart and Elizabeth his wife &
Mary Stewart the Child that lives with them whose last place of Abode was Londonderry
in the Province of New Hampshire and who came to the said Colrain the Seventh of July 1763
and John M. Gloughlin and his two daughters Isabel and Mary M. Gloughlin
whose last place of Abode was Hadley and who came to the said Colrain in Aug^t 1763 on the
10th day of Jan^y last were warned to leave the said Town of Colrain before the 14th day of
February instant by Thomas Morris Constable for this Town this year —

Pursuant to a Warrant under the Hands and Seal of four Select Men of the District of Palmer
bearing date the 2^d day of Jan^y 1764 Joseph Carly with his wife Sarah Carly &
their Children viz Joseph, Hannah, Sarah, Peter, Cyrus, Jonathan Phebe and his mother
M^rs Hannah Carly late of Spencer in the County of Worcester who have had their abode in
the said District some months on the Third day of January afores^d were warned out of
the said District by Timothy Marchewear Constable as appears at large on file —

Pursuant to a Warrant under the hands and Seal of five Select men of the District of South
Hadley bearing date the twenty second day of November last John Machintie and his wife
Anne and his Son Oliver which had then been in y^e District about seven months and
Lewis Terrill and his wife Anne and his Children namely Thomas, Arad, Josiah, Lewis
Anne Hannah and Eunice Terrill which had been there about seven months and Aaron
Taylor and his wife Katherine and his Children Phebe, Katherine, Dinah, & Eunice Taylor
which had then been there about four months, have been warned to depart from & leave
the said District forthwith, as by a Certificate indorsed on the back of the same Warrant
by Philip Smith Constable, and on file, appears —

Pursuant to a Warrant under the Hands and Seal of four Select Men of the District of Amherst
bearing date at no certain time Josiah Farnsworth Hannah Farnsworth Mary
Farnsworth Josiah Farnsworth Jun^r. Schannah Farnsworth Ebenezer Farnsworth Joseph
Farnsworth Perenna Farnsworth & Betty Farnsworth on the 23^d day of December last past
were warned forthwith to depart from the said District by Ebenezer Mattoon Constable
and on the 26th day of the same Des^r. Elizabeth Gould Martha Gould & Edmund Gould
were warned pursuant to y^e same Warrant forthwith to depart from y^e said District by the
same Constable Who certifies that upon strict inquiry made he finds that y^e 1st Josiah first
above named hath resided there in y^e District ever since the last day of July last and no longer
and that the other Farnsworths above named have resided in the y^e District ever since y^e first day
of September last and no longer, and that each of the said Goulds have resided there ever
since the last day of September last past and no longer — All which appears at large on file.

Pursuant to a writing purporting itself to be a Warrant under the hands of the Select men of
the District of Greenfield (having no seal thereto affixed) bearing Date the 20th day of Nov^r
last Samuel Peck Bathiah Peck John Peck Samuel Peck Jun^r. Barnabas Peck & Zedekiah
Peck who came into the said District to reside in June last and Sibel Lawrence who
came

Greenfield
(action) came into the said District to reside in March last on the second day of December last were warned forthwith to depart from the said District of Greenfield by Sam^l Wells Constable. Also Pursuant to another writing purporting itself to be a warrant under the hands of the same select-men (having no seal thereto affixed) bearing date the 21st day of Nov^r last Curtis Cernon and Elizabeth Cernon were warned forthwith to depart from the said District by the same Constable. who certifies that the warning was given the 23^d day of November aforesaid and that according to the best information he hath been able to obtain the said Curtis and Elizabeth came from Pelham to y^e District y^e 2^d day of Dec^r last &c.

Wilbraham
(action) Pursuant to a Warrant under the hands and Seals of three select-men of Wilbraham in the County of Hampshire bearing date the 30th day of Nov^r 1763 On the 10th day of Dec^r then next following Joseph Butler and Ann his wife and their Children viz Ruth Joseph Lucie & Azariah. Also John Goodwell and Hannah his wife and their Children viz Ruth Hannah Elizabeth and John also Stephen Jones were warned to depart from and leave the Town of Springfield and on the twentieth day of Jan^r 1763. Thomas Lewis and Mary his wife were also warned to depart from the Town of Springfield by Lewis Langdon Constable of Wilbraham who certifies that J^r Butler and his wife and Children came into Town in April last their last place of abode before they came here was Norwich. J^r Goodwell his wife and Children came in said Town in April last the last place of their abode before was Monson. J^r Lewis & wife came into — at the same time their last place of abode before they came to this town was Ashford Stephen Jones came from Springfield, as is Cert^d on file appears —

Colonel
Dwight
(Cert^d) Josiah Dwight of Springfield Esq^r now presented to this Court an Account of disbursements and disbursements for the benefit of this County for which he hath had no allowance and the same Account being seen it is allowed by the Court. And it is ordered that y^e County Treasurers be directed to pay to the said Josiah Dwight by out of the County Treasury the balance of the said Account being three pounds fifteen shillings and five pence —
order d^d 8th Mar^r 1764 —

Capt. Rosh
others
Petition
under on
of same This Court having taken into their consideration the Petition of Joseph Root and others and also the Petition of Benjamin Hastings and others (both on Record of the Court at y^e preceding Terms thereof) And it appearing to the Court that the Way prayed for will be of public Convenience, It is ordered that Salah Barnard Esq^r of Deerfield Tellows Billing Gent^r Jonathan Russell yeoman and John Flary yeoman all of Sunderland and Jonas Lark of Haverbury yeoman five disinterested sufficient Freeholders in said County be a Committee to view the Ground and lay out a High Way from the County Road that leads from Montague to Northfield to the Public Road in Burnardston in s^d County having respect in the laying of such Way to such place in Connecticut River as will best accommodate the Public with a ferry across the said River there, And the said Committee are to give Seasonable Notice to all persons interested of the time and place of their meeting for the said purpose and to be under oath to perform the said Service according to their best Skill and Judgment with most Convenience to the Public and least prejudice or Damage to private Property and shall also ascertain the place and Course of the said Road or High Way in the best Way and manner they can which having done the said Committee or the Major part of them shall make Return thereof to the next Court of General Sessions of the Peace to be holden in the said County after the Service is performed under their Hands and Seals & if any person be damaged in his ^{his} property by the laying of the said High Way the said Committee are empowered and required under Oath to estimate the same and make Return thereof as aforesaid And it is also ordered that the Clerks of this Court save the s^d Committee with a copy of this order —
copy made 8th March 1764

On a Motion made and Seconded to this Court that a New Highway be laid out on the Easterly Side of Westfield Pond so called by Pokhatuck or near it to Suffield. It is ordered by the Court that Messieurs Daniel Moody William Eastman David Nash Phineas Smith and Eleazer Nash all of South Hadley, being five disinterested sufficient Freeholders in this County, be a Committee effectually to explore the Ground and lay out a High Way from some place in the Road leading from Northampton through the Plain to Westfield, most proper for the place of Departure, on the Easterly Side of the said Pond to the Place called Pokhatuck or near the same and on to the bounds of Suffield, on such Ground and in such a Course as will best answer the public purposes of such a road; And also to lay out a High Way, from the High Way ordered as aforesaid to be laid out to Suffield bounds, into the Town of Westfield until it shall unite with the County Road there in said Westfield in the best manner to accommodate the Public. Which said Committee are to give Reasonable Notice to all Persons interested of the Time and Place of their meeting for said Purpose and to be under oath to perform the said Service according to their best Skill and Judgment with most Convenience to the Public and least Prejudice or Damage to private Property, and shall also ascertain the Place and Course of the said High Ways or roads in the best way and Manner they can which having done the said Committee or the Major Part of them are to make Return thereof unto the next Court of General Sessions of the Peace to be holden in the said County after the Service is performed under their Hands and Seals, and if any Person be Damaged in his or her Property by the laying of the said High Way, the said Committee are impowered and required under Oath to estimate the same and make Return thereof as aforesaid And it is further ordered that if Clerk of this Court serve the said Committee with a Copy hereof &c. Copy made 7th March 1764

A Petition of his the Subscribers, to this Honorable Court, That there may be a Country Road laid out from Southampton to Springfield to begin at the Gristmill or Saw-mill on the South Branch of Munhans River and to go through Deacon John Clark's Land in the Road that Ichabod Strong and others have used to go to Mill and so in the same Road to Ichabod Strong's and so to Elijah Clapp's and Samuel Clapp's and so over White Loaf Hills into the Turn of Broad brook to Springfield Path there and so in that Path at the South End of Springfield Pond and so in that Path to Springfield Town Ebenezer Kingsley &c &c Read and Ordered that Messrs Daniel Moody William Eastman David Nash Phineas Smith and Eleazer Nash all of South Hadley being five disinterested sufficient Freeholders in the said County be a Committee to view the Ground and lay out a High Way from Southampton aforesaid to that Street on the West Side of Connecticut River in Springfield called Rarnapogue in such place & manner as they shall judge will best accommodate the Public, if the said Committee shall judge such a Road necessary for the Public. It is also further ordered that the said Committee view the Road and the adjacent Ground from the foot of the hill near South of the house of Josephly Jun: in Springfield to the House of the Widow Elizabeth Day there and make such Alterations in the said Road as they shall judge most Convenient for the Public. And it is also further ordered that if same Committee view the Road and the adjacent Ground from the Gate going into Pashornmucks meadow in Northampton to the foot of the Hill in the High Way between the Dwelling Houses of John Brown and John Payson there and make any Alterations there they shall Judge most for the Public Convenience. Which said Committee are to give reasonable Notice to all persons Interested of the Time and Place of their meeting for aforesaid Purpose & to be under Oath to perform the said Service according to their best Skill and Judgment with most Convenience to the Public least Prejudice or Damage to private Property

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Highway from South to Spring Hill
and shall also ascertain the places and courses of the said Highway and Road to be
laid out and altered as aforesaid. (if they shall lay out and alter the same) in the best Way
and Manner they can, which having done the said Committee or the Major part
of them are to make Return thereof to the next Court of General Sessions of the
Peace to be holden in the said County after the service is performed under their
Hands and Seals and if any person be damaged in his or her property by the
laying out and altering the Highway and Road aforesaid the said Committee
are empowered and required under oath to estimate the same and make Return
thereof as aforesaid. And it is also ordered that the Clerk of this Court shall serve the
Committee with a Copy of the foregoing order to —
Now a Copy made 6th Mar. 1764

The foregoing Judgments Decrees and Determinations
of the said Court of General Sessions of the Peace being
made and entered up the said Court then adjourned
without Day — Attest^r W^m Williams Clerk

Hampshire: Anno Regni Georgii Tertii Regis Magnae Britanniae Franciae
et Hiberniae quarto

At his Majesty's Inferior Court of Common Pleas holden at
Springfield within and for the County of Hampshire on the
First Tuesday of May, being the first day of the said month,
And de die in diem to the fifth day of the same month A.D. 1764

Common
Pleas
May
1764

Present

Isaac Williams Esq
Josiah Dwight Esq
Tim. Dwight Jun: Esq
Thomas Williams Esq

Jury for Trials-

George Chapin, Jurman -	James Walther
Abner Colton	Azariah Mosely
Samuel Burt	Joseph Affley
Benjamin Edwards	Benj: Haynes
David Scott	Jacob Parsons - excused
Oleiver Graves	Uijah Arms - excused
Josiah Dickinson	Stephen Warner. absent not caused
Aaron Warner -	Daniel Burt Jun: D: not caused
	Joshua Scott - D: not caused

Cases Continued from
the Last Term

the Jury had no Case

Solomon Williams of Lebanon to Clerk Plt. vs Hannah Brewer Gentlewoman
Administratrix on the Estate of John Brewer dec: Deft. &c as may be seen at large on
Record of the preceding Term - And the said Parties came before the Court now here
and agree with y: leave of Court, that the Case be further Continued to the next Term of
this hon^{ble} Court - And also agree that neither of y: said Parties shall have Cost at this Term.
And the s: Parties have further day until the Last Tuesday of August next ensuing to

Williams
vs
Brewer's
Adm^x

William White yernan Venerable Dod yernan & Mary his wife and Thomas Chamberlain
Labourer and Sarah his wife Plt: vs William Boltwood Gent (the original Deft.) Joseph
Taylor yernan Nathaniel Hitchcock & Mary Brownson and James W. Clister Deft: ^{White et al}
upon Summons: Tenants by their Warranty &c as appears at large on record of the next
preceding Term of the Court. And now the said Plt: come into Court, And the said
Deft: also come here - And the same deft: Tenants, ^{or} asfores: by Cornelius Jones and
Simeon Strong Gentlemen their Attornies defend &c and say that the Plt: writ is bad
and ought to be abated for that there is no Liverment in said Writ that the Lands
therein demanded were ever allotted to the Plt: by the Judge for the Probate of Wills
and granting of Administrations for the County of Hampshire as the Law of this province
prescribes: Also for that it is not averred in said Writ that there was ever any distri-
bution of s: Lands made to the Plt: by said Judge as the Law of s: province provides
all which Arguments the deft: say ought to have been made - Also for that the s:
Plt: in their said Writ claim the said demanded Lands as being descended to them
from John Taylor dec: as being next of him and heirs to said Taylor by Virtue of one
Law of this province of the Massachusetts-bay whereas they ought to claim s: Lands as
being allotted to them as next of him to said Taylor by the Judge for the Probate of Wills for
said County of Hampshire, Also for that said Plt: have not set forth or pointed out the
Law of this province by Virtue and force of which the demanded Lands descended to
them as heirs nor recited said Act or Law which they ought to have ^{done} all which the
defendants are ready to verify wherefore they pray judgment of s: Writ that the same
may be abated - Thereupon the Premises being seen by the Court of the Lord the King
now here present Inasmuch as it seemeth to the said Court of the Lord the King that
the Pleas aforesaid of the said Defendants by them in manner abovesaid pleaded are
not sufficient to abate the said Writ, It is adjudged that the s: Writ be not therefore abated.
and

Writich } And now upon the Agreement of the said James McLister with the S^d M^t. that he will
Boltwood } pay them their Costs at this Term, the S^d Parties come and pray that their S^d Action may
Hall. } be continued &c. And the said Parties have further day until the last Tuesday of August
next following the aforesaid first Tuesday of May aforesaid -

Boltwood } William Boltwood of Amherst & Plt. vs James McLister of Infield & D^{ft}. in a plea
McLister } that the said James warrant to himself as may be seen on record of the last Term -
And now come before the Court the said Parties to hear the Judgment of the Court
touching the Costs of the said William expended in this suit. And it is considered by
the Court that the said William do receive no Costs therein, but that thereof the S^d
James be dismissed -

Dwight } Samuel Dwight of Infield & by Plt. vs Oliver Partridge of Hatfield & Sheriff D^{ft} in
Partridge } a Plea of the Case as at large appears on record of the preceding Term - And now
D^{ft} } come before the Court the said Parties and humbly pray that they may have further
day &c. And the said parties have further day until the last Tuesday of August next
following the said first Tuesday of May aforesaid -

Attorn } Jonathan Loring of Marlborough & Gent. Executor of the last Will and Testament
Ez^d } of Thomas Catlow & Plt. vs Oliver Partridge by Sheriff D^{ft} in a plea of the
Evidem } Case as appears at large on Record of the Court at the preceding Term, and now
come before the Court the beforenamed Jonathan and Oliver and humbly pray that
the S^d Parties may have further day until &c. & they accordingly have further day
until the last ^{day} of August now next ensuing -

Hall vs } Benjamin Hall late of Infield & Plt. vs Asahel Simons d^{ft}. in a plea of the Case
Simons } & so forth; as it appears at large on Record of the preceding Term of the Court & it
now come here the said Benjamin and Asahel, and they humbly pray that the
Action may be continued & the Parties have further day &c. And the same Benj^a and
Asahel have further day until the last Tuesday of August now next ensuing -

Read vs } John Read by Ruth Hunt Gentlewoman Charles Morris by and Mary his Wife Abigail
Hall. } Miller Gentlewoman William Read Gent. and Henry Fayt Merchant & Deborah his wife
D^{ft} } Plt. vs W^m Pyncheon Tenant by by his Warranty & alias James Nivins & D^{ft}. in a
plea of Entry upon disceisin in the Port - &c. (as appears at large on record heretofore) and now
before the Court the S^d M^t. and the said W^m Pyncheon - And the before named John Ashley
by comes here into Court by Messrs Blis Gent. his Attorney upon Summons to him
made in the Country and freely warrants unto the before named William Pyncheon one
Seventh Part of the said demanded Promises with the Appurtenances against the
demand of the Plt^s before mentioned - And the before named Jedidiah Blis, by Messrs
Blis Gent. his Att^s, comes into Court upon Summons made in the Country & freely
warrants to the before named William Pyncheon one seventh Part of the S^d Demanded
Promises with their Appurtenances against the demand of the Plt^s before mentioned.
And the before named James Warriner, by Messrs Blis Gent. his Att^s, comes into Court here
upon Summons made him in the Country and freely warrants to the before named
William Pyncheon one fourth Part of the said demanded Promises with the Appur-
tenances against the Demand of the Plt^s before mentioned - And the before named
Benjamin Hitchcock by Daniel Hitchcock Gent. his Att^s, comes into Court now here, and
freely warrants to the before named William Pyncheon one Seventh Part of the said
demanded Promises with the Appurtenances against the Demand of the Plt^s
before mentioned - And thereupon the said John Read by & others Plt. and the before
- named

named James Nivins and others defendants as aforesaid come and pray that the said
Action may be continued to the next Term & And the said Parties have further day
until the Last Tuesday of August now next ensuing then &c

John Read Esq Gentlewoman Charles Morris and Mary his Wife }
Vigail Miller Gentlewoman William Read Gent. and Henry Paget Merchant }
Deborah his wife Plt. vs Robert Moulton yeoman Deft. in a plea of Entry upon Disseisin }
in the Port &c. (as by the Record of the Court herebefore made fully appears) - And the said }
Parties come before the Court now here, and they humbly pray a continuance of their }
aid Action unto the next Term of this Hon^{ble} Court - And the said Parties have further }
day before our Sovereign Lord the King until the Last Tuesday of August next ensuing. }
Moulton

Medinah Fitch of Windford Plt. vs Samuel Gordon of Oakham Deft. in a plea of }
Case } The said Parties come before the Court now here, And forasmuch as the Record }
here made now award upon the Verdicts, the said Parties pray a further continuance of }
their said Action under the Rule of Subrogation heretofore made, to the next Term of this }
Hon^{ble} Court And it is granted them - and the said Parties have further day until the last }
Tuesday of August next ensuing then &c }
Fitch
Gordon

William Scott Junr. Gent. Plt. vs Pelatiah Webster Gent. Deft. in a plea of the Case }
as appears at large on the Record heretofore made. And the said William the Plt. comes }
into Court now here - But the same Pelatiah the three times publicly called doth not }
come but maketh Default of Appearance here. It is therefore Considered by the }
Court that the said William do recover against the said Pelatiah One hundred and }
Twenty one Shillings and four pence one farthing of lawful money Damages and two }
Shillings Eleven pence like money allowed him for his Costs in this Suit and }
he may have his Execution thereof - }
Exec^d 15th May 30th 1764 }
Scott
Webster

Timothy Nash yeoman and Elijah Alford yeoman Plt. vs Moses Mountague and Noah }
Goodman yeoman Deft. in a plea of Trespass (as by the Record of the Court may be seen) - }
And the before named Parties come into Court here and they humbly pray a continuance }
of their said Action to the next Term of the Court - And the said Parties have further }
day until the Last Tuesday of August next following the 1st first Tuesday of May aforesaid. }
Nash &
Goodman

William Wallis of South Brimfield Plt. vs Benjamin Marcy of Woodstock Deft. in a }
plea of the Case (as appears at large on Record of the last Term) And the said Plt. comes into }
Court now here And now the Court of our Sovereign Lord the King now here having seen the }
Plt. Writ and the Return thereon indorsed by the Deputy Sheriff of the Service thereof, for- }
asmuch as it appears to the said Court that the said Benjamin hath not been served }
with process for his Appearance in this Court to answer to the said William of his }
plea aforesaid as by Law he ought to have been It is therefore ordered that that the }
Suit of the said William be, and hereby it is dismissed - }
Wallis
Marcy

Jonathan Wallis of South Brimfield Plt. vs Benjamin Marcy of Woodstock Deft. }
in a plea of the Case (as appears at large on Record of the last Term) - And the aforesaid }
Jonathan Wallis comes into Court - And the said Court of our Lord the King now here having }
seen the Plt. Writ and the Service of the same by the Deputy Sheriff indorsed thereon foras- }
much as it appears to the said Court that the said Benjamin hath not been served with }
process for his Appearance in this Court to answer to the said Jonathan Wallis of his }
plea aforesaid as by Law he ought to have been by the Plt. purchase & procurement - }
It is therefore ordered that the Plea of the said Jonathan and his Suit aforesaid }
be dismissed - }
Wallis
Marcy

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Porter
in
Hubbard
Ezekiel Porter of Weatherfield in Pl. v Joseph Hubbard of Hadley in a plea of
Trespas &c by the Record of the last Term fully appears. And the said Parties come into
Court now here. And the before named Arbitrators now bring into Court their Award upon
the Premises in this Word Court. We do award and determine that the Plt. shall recover
of the Deft. Six Shillings and eight Pence for his Damages and five Pounds and nine pence
for all Costs which when paid by the defendt. is a final Settlement of all Controversies
between the Parties. And the same is accepted. It is therefore considered by the
Court that the said Ezekiel do recover against the said Joseph Six Shillings and eight
pence of lawful money for his Damages and five Pounds and nine pence with his Consent
for his Costs and Expenses in this Suit the may have his Execution thereof to. Exon. is? June 15th 1764

Sutton
in
Webster
Daniel Sutton of Pl. v Benajah Webster of Deft. in a plea of the Case (as may be
seen at large on the Record of the last Term) - The said Daniel Sutton comes into Court
now here. But the same Benajah being three times publicly called to come into
Court makes default of Appearance here. It is therefore considered by the Court
that the said Daniel do recover against the said Benajah Twenty two Pounds
three Shillings and four pence lawful money Damages and Costs of Suit taxed
at two Pounds Six Shillings & he may have his Execution to. Exon. is? 25th May 1764

Monly
in
Cap-
Rebecca Mosely of Pittfield in the County of Berkshire widow who was the wife
of Josiah Mosely formerly of Wiskfield in the County of Hampshire Husband =
mand. Plt. v Ezra Chap of the said Wiskfield Gent. Deft. in an Action wherein
the said Abigail complains that y^e said Ezra of her reasonable Dower which happens
to her of a certain Mesuage &c in Wiskfield hath deforced and still doth deforce her &c
as may be seen at large on file. The said Rebecca being three times publicly called
to come & prosecute this Error there is Non-jurat thereupon the said Ezra comes
and prays that his reasonable Costs may be adjudged him - It is therefore considered
by the Court that the said Ezra do recover against the said Abigail fifteen Shill-
ings of lawful money allowed him by y^e Court for his Costs &c Exon. is? 15th May 1764

Porter
in
William
Elihu Porter of Hadley in the County of Hampshire Esq Plt. v Joseph Williams of Amherst
in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands four Pounds
which y^e Joseph on the sixth of April last by his note promised the Plt. on demand. And
also twenty five Shill. and three pence two farthings for sundry good Wares &c which the
def. promised him on demand. but hath not paid. The Plt. by Elisha Porter Gent. his
Attorney appears. The defendant being three times publicly called makes default of
Appearance here. It is therefore considered by the Court that the said Elihu do recover
against the said Joseph five Pounds five Shillings and three pence two farthings of
lawful money Dam. & Costs of Suit taxed at one pound 14^{sh} 6^d. He may have his Execution to. Exon. is? 23rd May 1764

Adams
in
Jones
John Adams late of Shutesbury in the County of Hampshire yeoman Plt. v William
Jones of Hadley in the same County yeoman Deft. in a Plea of the Case wherein the Plt.
demands eighteen Pounds which the s^d William together with one Malachi Church by their
Joint note on the twenty first of November last promised to pay the s^d John in goods
west India Rum but neither has ever paid it to. The Plt. by Elisha Porter Gent. his Att.
comes here. The Deft. being three times publicly called makes Default of Appearance
here. It is therefore considered by the Court that the said John do recover against
the said William eighteen Pounds of lawful money Damages & Costs of Suit taxed at
one Pound Seventeen Shillings & Seven Pence & he may have his Execution to. Exon. is? 12th May 1764

Mattoon
in
Mun. Jus.
Samuel Mattoon of Northfield in the County of Hampshire Physician Plt. v Benjamin
Mun. Jus. of Deerfield in the same County yeoman Deft. in a plea of the Case wherein
the Plt.

the Plt. demands five Pounds 5^s. which the Deft. on the 13th day of August 1763 by his note promised the Plt. to pay to him or his order in good west india Run at money price - within three months with interest & but has never paid to this day - The Plt. by Daniel Jones Gent. his Attorney appears - The Deft. being three times publicly called to come into Court makes Default of Appearance here. It is therefore considered by the Court that the said Samuel do recover against the said Benjamin five Pounds nine Shillings & four pence of lawful money Damages & Costs of Suit taxed at two Pounds Shillings and Eleven pence & 4^d. Samuel may have his Execution thereof. Execn. is 27th June 1764 - Mallison
or
Mun Jun.

Moses Graves of Hatfield in the County of Hampshire Gent. Plt. v Martin Wait of South Hadley in the same County Blacksmith Deft. in a plea of the Case wherein the Plt. demands four Pounds 6^s. which the Deft. on the twelfth of February 1761 by his note promised the Plt. to pay him within one Year with use but hath not yet paid - The Plt. by Daniel Jones Gent. his Att. appears. The Deft. being three times publicly called to come into Court makes Default of Appearance here. It is therefore considered by the Court that the Plt. do recover against the Deft. five Pounds Six Shillings and three pence two farthings lawful money Damages and Costs of Suit taxed at one Pound fourteen Shillings and seven pence & the may have his Execution thereof. Execn. is 31st May 1764 - Graves
or
Wait

John Aron of Brattleborough in the Province of New Hampshire Husbandman Plt. v Samuel Rice of Charlestown in the County of Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands four Pounds 4^s. which the Deft. on the first day of March 1762 by his note promised the Plt. on demand with interest & but hath not paid. The Plt. by Daniel Jones Gent. his Att. appears. The Deft. being three times publicly called makes default of Appearance here. It is therefore considered by the Court that the Plt. do recover against the said Samuel four Pounds fourteen Shillings & ten pence lawful money Damages and Costs of Suit taxed at two Pounds 9^s & the may have his Execution thereof. Execn. is 11th July 1764 - Aron
or
Rice

Alexander Thomson of Colrain the County of Hampshire yeoman Plt. v John Fuzel of Bernardston in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands five Pounds which the Deft. by his note on the 3^d of January 1763 promised the Plt. on demand with lawful interest & but has never yet paid. The Plt. by Daniel Jones Gent. his Att. appears. The Defendant being three times publicly called to come into Court makes Default of Appearance here - It is therefore considered by the Court that the Plt. Alexander do recover against the said John Five Pounds eight Shillings of lawful money Damages and Costs of Suit taxed at two Pounds seven Shillings & a penny & he may have his Execution thereof. Execn. is 9th August 1764 - Thomson
or
Fuzel

Ebenezer Bardwell of Hatfield in the County of Hampshire Gent. Plt. v Elisha King of Hadley in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands twenty five Shillings & nine Pence which the Deft. on the 29th of August 1763 by his note promised the Plt. to pay him or order on demand with use & also twenty Shillings which by his other note of the same Date & Deft. promised the Plt. to pay him or order on demand with use, but hath not to this day paid - The Plt. by Daniel Jones Gent. his Attorney appears. The Deft. being three times publicly called to come into Court makes Default of Appearance. It is therefore considered by the Court that the said Ebenezer do recover against the said Elisha Two Pounds five Shillings & six Pence & lawful money Damages & Costs of Suit taxed at one Pound sixteen Shillings & seven pence & he may have his Execution thereof. Execn. is 19th April 1765. Bardwell
or
King

Oliver Partridge of Hatfield in the County of Hampshire Esq. Sheriff of the said County Plt. v Samuel Dickinson of Hatfield aforesaid yeoman Deft. in a plea of the Case wherein the Plt. demands Six Pounds 13^s 9^d which the Deft. on the 18th day of December 1764 Partridge
or
Dickinson

Partridge
vs
Sampson } Ad 1762 by his note for Value rec^d promised the Plt. to pay him on Demand with the
lawful interest but hath not yet paid - The Plt. by Daniel Jones Gent. his Attorney
appears. The s^d Samuel being three times publicly called to come into Court makes
Default of appearance here. It is therefore Considered by the Court that the said
Oliver do recover against the said Samuel Seven pounds, four Shillings & eight
Pence of lawful money Damages and Costs of Suit taxed at one Pound sixteen Shill.
and eleven pence and he may have his Execution thereof &c. Execⁿ is^d 2^d July 1764.

Idem
vs
Osgood } Oliver Partridge of Hatfield in the County of Hampshire Esq. & Sheriff of the same County
Plt. vs Aaron Osgood of Shutebury in the same County Yeoman Deft. in a plea of
the Case wherein the Plt. demands Three Pounds 5/8 which the Deft. owes him to balance
books amount to The Plt. by Daniel Jones Gent. his Attorney appears. The s^d Aaron
being three times publicly called to come into Court makes default of appearance here.
It is therefore Considered by the Court that the said Oliver Partridge do recover ag^t
the said Aaron Osgood Three Pounds five Shillings and eight Pence lawful money Damages &
Cost of Suit taxed at one pound 10/7. & he may have his Execution thereof &c. Execⁿ is^d 17th May 1764.

Warner
vs
Childs } Oliver Warner of Hadley in the County of Hampshire Felt-maker and Deputy Sheriff under
Oliver Partridge Esq. Sheriff of the same County Plt. vs Timothy Childs of Greenfield in
the said County Gent. Deft. in a Plea of the Case wherein the Plt. demands two pounds
7/6 which the Deft. on the 22^d day of December 1762 by his note for Value rec^d promised
the Plt. on Demand and with Interest until paid but he hath never paid the same
The Plt. by Daniel Jones Gent. his Attorney comes here. But the s^d Tim^s being three
times publicly called to come into Court makes default of appearance here.

It is therefore Considered by the Court that the said Ol^r Warner do recover against
the said Timothy Childs two pounds, eleven shillings and five pence one farthing of
lawful money Damages and Costs of Suit taxed at one pound eighteen shillings and
three Pence and he may have his Execution thereof &c. Execⁿ is^d 12th May 1764 -

Burt
vs
Hoods } Aaron Burt of Northfield in the County of Hampshire yeoman Plt. vs William Woods
of Warwicks in the same County Yeoman Deft. in a plea of the Case wherein the Plt. de-
mands three pounds 10/8 which the Deft. on the 7th day of July Ad 1762 by his note
for Value rec^d promised to the Plt. on Demand with the Interest & And also twenty one
Shillings which the Deft. on the 31st day of the same July by his other note promised
to the Plt. or his order on Demand and with Interest but hath not yet paid, - The Plt. by
Daniel Jones Gent. his Attorney appears here. But the Deft. being three times pub-
licly called to come into Court makes Default of appearance here.

It is therefore Considered by the Court that the said Aaron do recover ag^t
the said William four pounds ten Shillings and nine pence one farthing of
lawful money Damages and Costs of Suit taxed at two pounds ten Shillings &
three Pence & he may have his Execution thereof &c.

Bliss
vs
Hills } Rubie Bliss of Lebanon in the County of Windham in the Colony of Connecticut Spinster
Plt. vs John Hills of Springfield in the County of Hampshire yeoman Deft. in a plea of
the Case wherein the Plt. demands Twelve Pounds which the Deft. by his note on the first
day of Jan^y 1762 for Value rec^d promised the Plt. to pay her by the first of Dec^r 1763 but
hath not yet paid. The Plt. by Moses Bliss Gent. her Attorney appears. The said
John the Deft. being three times publicly called to come into Court makes default of appear-
ance here. It is therefore Considered by the Court that the s^d Rubie Bliss do recover ag^t
the said John Hills Twelve pounds of lawful money Damages & Costs of Suit taxed at
Two pounds and one penny like money & he may have her Execution thereof &c.
Execⁿ is^d 31st May 1764 -

James Hooker of Windsor Shopkeeper & Eunice Hooker of Hartford Gentlewoman both in } Hooker's
County of Hartford and Colony of Connecticut Administration on the Estate of Nathaniel } Adm^r
Hooker Gent. late of said Hartford deceased who died Intestate Plt. vs Joel Ely of Springfield } Ely
in the County of Hampshire Yeoman Deft. in a plea of the Case for that said Joel at said
Springfield on the 29th day of June Anno Dom 1762 by his note of that date for Value
received promised said Nathaniel then living to pay him forty two pounds eight Shillings
lawful money within three months after the date of said note with lawful Interest for &
come from thence after ^{said} three months till paid yet said Joel tho' often requested
hath never paid the same or any part thereof either to said Nathaniel whilst he
lived or to the Plt. or either of them since said Nathaniel's death but hitherto hath
till refuse to pay them the same to their Damages as they say £50. - The Plt. by Mr.
Nesbit Blis their Attorney come here. But the said Joel being three times publicly called
before into Court makes default of Appearance here. It is therefore considered by the
Court that the said James and Eunice in the Capacity aforesaid do recover against the
said Joel forty six pounds nine Shillings and two pence of lawful money Damages &
Costs of Suit taxed at one Pound fourteen Shillings & seven pence & they may have their Execution
Afterwards now comes here the said Joel by Mr. Justin Ely his Attorney and appeals
from the Judgment of this Court to the Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday of September
next and he recognizes with Sureties as the Law directs for the said Joel his prosecuting
the Appeal with Effect as by the said Recognizance on file appears.

Venerer Taylor of Springfield in the County of Hampshire Yeoman Plt. vs David Wood } Taylor
& Bernardson in the same County Yeoman Deft. in a plea of the Case wherein the Plt. demands } Woods
Two Pounds which the Deft. on the eighteenth day of November 1763. by his note for Value
received promised the Plt. by the first of Jan. then next with the Interest thereon till paid
but hath not yet paid - The Plt. by Moses Blis Gent. his Attorney appears. Tho' David
being three times publicly called before into Court makes default of Appearance here.
It is therefore considered by the Court that the said Venerer do recover against
the said David Two pounds & nine pence two farthings of lawful money Damages and
Costs of Suit taxed at one Pound fifteen Shillings & a penny & he may have his Execution thereof &c.
Laid out 15th June 1764

Charles Chapin of Simsbury in the County of Hartford & Colony of Connecticut Yeoman Plt. } Chapin
Timothy Colton of Springfield in the County of Hampshire Husbandman Deft. in a } Colton
plea of the Case for that said Timothy at said Springfield on the first day of June 1762
by his note for Value received promised Luke Blis & Lewis Blis both of the said Springfield
to pay them or their Order four pounds 14/4. on demand with lawful Interest for the same
till paid & afterwards in at said Springfield on the first of March last s. Luke and
Lewis by their Indorsement on said Note with their proper Hand subscribed thereto indor'd
said note over to the Plt. and thereby for Value received indor'd the contents of said note then
wholly due to be paid to the Plt. of all which the Deft. then and there had notice and became
liable to pay the same to the Plt. and then and there in consideration thereof promised the
Plt. to pay him the same on demand yet the Deft. tho' often requested hath never paid
the same or any part thereof but unjustly neglects it to the Plt's Damages £6. - The Plt. by
Nesbit Blis Gent. his Attorney appears. The Deft. being three times publicly called before
into Court makes default of Appearance here. It is therefore considered by the Court
that the said Charles do recover against the said Timothy five pounds five Shillings
and two pence lawful money Damages and Costs of Suit taxed at one Pound fourteen
Shillings and three pence and he may have his Execution thereof &c.
Afterwards

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Afterwards now at this same term comes here the said Timothy by Ignatius Jones
Gent. his Attorney and appeals from the judgment of this Court to the Superior
Court of Judicature to be holden at Springfield for and within the County of
Hampshire on the fourth Tuesday of September next ensuing and he recognises
with Sureties according to Law for the said Timothy's prosecuting the said appeal
with Effect as by the said Recognizance on file appears --

Blip & Cooley { Luke Blip and Lewis Blip of Springfield in the County of Hampshire Gentlemen
Plt. vs Eliakim Cooley of the said Springfield yeoman Deft. in a plea of the Case
wherein they demand seven pounds 11/4 which the said Eliakim on the second day of
July 1762 by his note for Value received promised to the Plt. on demand with lawful interest
but hath never paid them. The Plt. by Mr. Moses Blip their Attorney come here.
The said Eliakim being three times publicly called to come into Court makes Default
of Appearance here. It is therefore Considered by the Court that the s. Luke &
Lewis do recover against the said Eliakim eight Pounds seven Shillings & ten
pence lawful money Damages and Costs of Suit taxed at one pound five Shill.
and three pence & they may have their Execution thereof. Exon is 15th June 1764.

Blip & Taylor { Luke Blip and Lewis of Springfield in the County of Hampshire Gentlemen
Adminstrators on the Estate of Luke Blip the Elder late of s. Springfield gent.
deceased who died intestate Plt. vs Ebenezer Taylor of the same Springfield
yeoman Deft. in a plea of the Case wherein they demand five pounds 4/10 which
the Deft. owed to the s. Luke during his life time for divers Wares & Merchandises
and promised him on demand but never paid to him while he lived nor to s.
Administrators since his death to their Damages &c. The Plt. by Mr. Moses
Blip their Attorney come here. The said Ebenezer being three times publicly
called makes Default of Appearance here. It is therefore Considered by the
Court that the said Luke and Lewis Administrators as afores. do in the s. Case re-
cover against the said Ebenezer five Pounds four Shillings and ten pence of
lawful money Damages and Costs of Suit taxed at one pound 6/7 & they may have the
Execution thereof. Exon is 31st of May 1764.

Tiley vs Cooley { William Tiley of Hartford in the County of Hartford and Colony of Connecticut Gent.
Plt. vs Joel Cooley of Springfield in the County of Hampshire yeoman Deft. in a
plea of the Case wherein the Plt. demand Twelve pounds 12/ which the Deft. on
the 31st day of January 1763. by his note for Value received promised the Plt. on
demand with the lawful interest but hath not paid to this day --
The Plt. by Moses Blip Gent. his Attorney comes here. The Deft. being three
times publicly called to come into Court makes Default of Appearance here.
It is therefore Considered by the Court that the said William do recover ag.
the said Joel Thirteen pounds eleven Shillings of lawful money Damages &
Costs of Suit taxed at one pound 14/7 & he may have his Execution thereof. Exon is 31st May 1764.

Field & Pierce { John Field of Amherst in the County of Hampshire Gent. Plt. vs Benjamin
Pierce of South Hadley in the same County yeoman Deft. in a plea of the Case for
that said Benjamin at said Amherst on the Sixth of June 1763 by his note for
Value received promised said John to pay and deliver to him the Value of eight pounds
lawful money in good Molasses or Sugar at money price by the fifteenth day of July
then next or else to pay and deliver to said John the Value of said Sum in good wheat
on the first day of September then next at money price And said John in fact says
he has been always ready to receive s. Molasses Sugar and Wheat according to this Benjamin
promise and Assumption afores. Yet s. Benj. tho' often requested hath never paid said
Molasses

Molasses Sugar or Wheat or either of them nor any way performed his P. promise Field
tho often requested but neglects it to the damage of the said John £10.⁰⁰ —
The Plt. by Simeon Strong Gent. his Attorney comes here. The s^d Benjamin Pierce
being three times publicly called makes default of appearance here —

It is therefore considered by the Court that the said John do recover against
the said Benjamin eight Pounds of lawful money Damages and Costs of Suit taxed
at one pound fourteen Shillings and three pence & he may have his ex^{ce} thereof.

After all which the said Benjamin by Cornelius Jones Gent. his Attorney
comes here and appeals from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield for and within the County of
Hampshire on the fourth Tuesday of September next and he recognizes with
Sureties as the Law directs for the said Benjamin's prosecuting the appeal
with effect as by the said Recognizance on file appears —

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. v. Noah
Colton of Greenwich in the same County yeoman Debt. in a plea of the Case Warner
wherein the Plt. demands eight Pounds 8⁰⁰ which the Debt. on the eighteenth Colton
day of Oct^r 1763 by his note for Value rec^d promised the Plt. on Demand with
Interest but hath not paid to this Day. The Plt. by Simeon Strong Gent. his Att^r
appears. The s^d Noah being three times publicly called to come into Court
makes Default of Appearance here. It is therefore considered by the Court
that the said Jonathan do recover against the said Noah eight Pounds fourteen
Shillings and six pence lawful money Damages and Costs of Suit taxed at
one Pound sixteen Shillings & seven pence & he may have his ex^{ce} thereof &c

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. v. John Clark J. dem
of Pelham in the said County yeoman Debt. in a plea of the Case for that said John Clark
at said Hadley on the 19th day of August 1763 by his note for Value received pro-
mised said John to pay thirty nine Shillings lawful money within two months
from the date of said note with lawful Interest for the same till paid but he
has not performed &c to the damage of the said John £3. — The Plt. by Simeon
Strong Gent. his Att^r comes here. The Debt. tho' three times publicly called doth not
come but makes default of Appearance here. It is therefore considered by the
Court that the said John do recover against the said John two Pounds & seven pence
of lawful money Damages and one Pound sixteen Shillings and six pence of
the money allotted him for his Costs of Suit and he may have Execution thereof &c

After all which the s^d Clark by John Worthington Esq. his Att^r comes here and
appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield for and within the County of Hampshire on the
fourth Tuesday of September next & he recognizes with Sureties as the Law directs
in the said Clark's prosecuting the Appeal with effect as by the said Recognizance
on file it appears —

Abisha Rice of New Salem in the County of Hampshire yeoman Plt. v. Joseph Hubbard Rice
of Hadley in the same County Gent. Debt. in a plea of the Case wherein the Plt. demands 8⁰⁰ which Hubbard
the s^d Joseph on the 16th of March 1763 by his promissory note under his hand promised the
Plt. on Demand but hath not paid &c. The Plt. by Simeon Strong Gent. his Att^r appears.
The s^d Joseph being three times publicly called makes default of appearance here. It is
therefore considered that the said Abisha do recover ag^t the said Joseph two Pounds seven
Shillings and eight pence lawful money Damages and one Pound sixteen Shillings
& seven pence allotted for Costs of this Suit & he may have his ex^{ce} to Execution. 23rd July 1764.

Asahel *Asahel* of Lyndbury in the County of Hartford in the Colony of Connecticut
or *Asahel* *Asahel* in New England yerman Mt. or Stephen Asahel of the District of Granville in
 the County of Hampshire yerman Deft. in a plea of the Case wherein the plt.
 demands against the said Stephen £100 which the p. Stephen by his note dated
 the 20th day of June 1761 promised the Mt. on demand with the Interest &c -
 The Plt. by John Phelps Gent. his Att. appears. The Deft. being three times pub-
 licly called makes Default of Appearance here. It is therefore considered by
 the Court that the said Asahel do recover against the said Stephen Eight pounds
 sixteen shillings and Two pence lawful money Damages being (as Turn yet
 due upon the said note) and Costs of Court taxed at one pound 14/5 & it may have is -

Abraham *Abraham* of Suffield in the County of Hampshire Gent. Mt. or Nathan
or *Abraham* *Abraham* Barlo yerman & Edmund Barlo yerman both of Granville in the County of Deft.
 in a plea of the Case wherein the plt. demands Seven pounds 14/10 which p. Deft.
 by their joint note on the 23rd Jan 1761 promised them on demand with Interest
 &c - But tho' often requested they or either of them have never paid the same
 or any part thereof but neglect to the Plt. Damages £10. The Plt. by John
 Phelps Gent. his Att. appears. The s. Nathan and Edmund tho' thrice times pub-
 licly called make default of Appearance here. Therefore it is considered that
 the said Abraham do recover against the said Nathan and Edmund Seven
 pounds fourteen shillings and four pence of lawful money Damages and Cost of
 Suit taxed at thirty two shillings and Seven pence. After all this the said
 Nathan and Edmund by Moses Bliss Gent. their Att. were here and appeal
 from their judgment of this Court to the Superior Court of Judicature to be
 holden at Springfield within and for the County of Hampshire on the fourth
 Tuesday of September next and by their s. Att. require to prosecute their
 appeal with effect for manner as the law requires) as by the Returnance on file
 may be seen.

Datis *Datis* Insign of Westfield in the County of Hampshire yerman Mt. or John
or *Datis* *Datis* Graves of the same Westfield yerman Deft. in a plea of the Case wherein the plt. de-
 mands four pound 2/3 which the said John by his note dated the 31st Day of August
 1762 promised the Plt. for the Value of it in good Spruce Shingles 1 at or before the
 first of May then next & after three months Interest &c but has never performed
 his promise to - The Plt. by John Phelps Gent. his Att. appears. The Deft. being
 three times publicly called makes default of appearance here. Therefore it is
 considered by the Court that the said Datis do recover against the said John
 Four pound nine shillings and one penny two farthings of lawful money Dam-
 and one pound ten shillings and three pence allowed him for Cost of Suit &c -

William *William* Carnahan of Blanford in our County of Hampshire yerman Plt. or Henry
or *William* *William* Steward of Blanford aforesaid yerman Deft. in a plea of the Case for that the said
 Henry at Blanford aforesaid on the 14th day of July 1763 by his note for Value received
 promised the s. W^m to pay him six pounds in good west India Rum to be delivered
 at Deacon Edwards Ware House at Hartford by the 15th of January then next and the
 plt. avers he was always ready at that place to receive the same rum but of Deft. tho'
 often requested has not performed his promise but unjustly neglects it to the Damage
 of the said W^m £6. The Plt. by Mr John Phelps his Att. appears. The said Henry
 tho' three times publicly called makes default of Appearance here. Therefore it is
 considered by the Court that the said William do recover against the s. Henry Six pounds
 of lawful money Damages and one pound fifteen shillings and three pence allowed
 him for Cost of suit and he may his Execution thereon.

After all which the said Henry by John Worthington by his Att^r comes here and
appeals from the Judgment of this Court to the Superior Court of Judicature to
be holden at Springfield for and within the County of Hampshire on the fourth
uesday of September and he recognises with Sureties as the Law directs for the 2^d
month prosecuting the appeal with effect as by the said Recognizance on file it
appears

Justus Rose of Granville in the County of Hampshire yeoman Plt. ^{Rose}
Joseph Frinks of Granville aforesaid yeoman Def^t. in a plea of the Case wherein ^{Frinks}
the Plt. demands five pounds 14/ and the lawful Interest thereof from the first day
of Sept. 1763. which the said Joseph by his note on the 23^d day of April preceding
promised the Plt. by that time and Interest afterwards &c. The Plt. by John Phelps
Gent. his Att^r appears. The def^t. being three times publicly called makes
default of appearance here. Therefore it is Considered by the Court that the s^d
Justus do recover against the said Joseph Six pounds one shilling & three farthings
lawful money Damages & one pound fourteen shillings and nine pence allowed
him for his Costs of Suit & he may have his Exon thereof &c. Ex^d 18th June 1764

James Hillier Jun^r of Simsbury in the County of Hartford in the Colony of ^{Hillier}
Connecticut in New England Gent^l Plt. vs Adonijah Burr of Westfield in y^e County ^{Burr}
of Hampshire yeoman Def^t. in a plea of the Case for that the def^t at a place called
Simsbury in Springfield afores^d on the tenth day of August last by his note for Value
received the Plt. to pay him four pounds 3/3 on demand with Interest till
paid yet the s^d Burr tho^t often requested hath not performed his s^d promise but
unjustly neglects it to the Plt^r Damages &c. The Plt. by John Phelps Gent. his
Att^r appears. The Def^t. being three times publicly called makes default of appear
ance here. Therefore it is Considered by the Court that the said James do reco
ver against the said Adonijah four pounds Six shillings and eleven pence of law
ful money Damages and one pound fourteen shillings and three pence allowed him
for Costs of Suit and he may have his Exon thereof &c. Afterward, now at this
same term comes here the said Burr by Mose^r Bliss Gent^l his Att^r & appeals
from the Judgment of this Court to the Superior Court of Judicature to be
holden at Springfield for and within the said County of Hampshire on the
fourth Tuesday of Sept. next and he recognises with Sureties as the Law directs for
the Appellate^d prosecuting y^e Appeal with effect, as by the rec^d on file it appears.

John Phelps of Westfield in the County of Hampshire Gent^l Plt. vs Martin
Smith of Springfield in the said County yeoman Def^t. in a plea of the Case in ^{Phelps}
which the Plt. demands 24/ which the s^d Martin on the 11th of Jan^y 1763 by his note ^{Smith}
promised the Plt. on demand with Interest. Also another sum of two pounds 17/
which he promised the Plt. by his note dated the 1st of April 1763 on demand with
Interest And also the farther sum of 9/9 which he by his note on 7th of Oct^r
promised the Plt. on demand with Interest - but hath never paid &c.
The Plt. appears. The Def^t. being three times publicly called to come into Court
makes default of appearance here. Therefore it is Considered by the Court
that the said John do recover against the said Martin four pounds sixteen
shillings and seven pence of lawful money Damages and one pound eight
shillings and 7/2 ^{allowed him for his Costs of Suit} The may have his Exon &c. Ex^d 12th May 1764.

Daniel Stiles of Westfield in the County of Hampshire Labourer Plt. vs Asahel
Green of the same Westfield yeoman Def^t. in a plea of the Case wherein the Plt. de
mands three Pounds 3/5 which the s^d Asahel by his note on the 13th day of May 1763 ^{Stiles}
promised ^{Green}

Miller } promised the said Daniel by the first of January then next with Interest but has
 or } never paid so the Plt. by John Phelps Gent. his Attorney appears - The s^d Daniel
 Green } being three times publicly called makes default of Appearance here.

Therefore It is Considered by the Court the said Daniel do recover against the said
 Daniel three pounds six shillings and eleven pence of lawful money Damages and
 Cost of Court taxed at One pound twelve shillings and a penny & he may have his Exⁿ there of &c.
 Execut^d 31st July 1764.

Miller } Joseph Miller of Granville in the County of Hampshire yeoman Plt. vs James
 or } Lornis lately of Westfield in the same County now of a place called New Framingham
 Lornis } in the County of Berkshire yeoman Deft. in a plea of the Case wherein the Plt. de-
 mands against the said James ten pounds 14^s 0 which he on the fourth of January
 1764 by his note promised the Plt. on demand with Interest &c. The Plt. by John
 Phelps Gentleman his att^r appears. The Deft. being three times publicly called
 to come into Court doth not come but makes default of Appearance here.
 Therefore it is considered by the Court that the said Joseph do recover against
 the said James ten pounds eighteen shillings and eleven pence half penny
 of lawful money Damages and Cost of Suit taxed at one pound nineteen shillings
 and seven pence & he may have his Exⁿ thereof &c.

Chambers } John Chambers of Bernardston in the County of Hampshire yeoman Plt. vs
 or } George Lyons of the same Town yeoman Deft. in a plea of the Case wherein the
 Lyons } Plt. demands five pounds lawful money which the same George on the 16th day of
 November 1763 by his note promised the Plt. on the first of March then next with
 Interest afterwards till paid yet the s^d George hath not paid the same so
 the Plt. by John Phelps Gent. his Att^r appears. The s^d George being three times
 publicly called to come into Court makes default of Appearance here.
 Therefore It is Considered by the Court that the said Chambers do recover ag^t
 the said Lyons five pounds one shilling and two pence of lawful money Dam-
 ages and Cost of Court taxed at two pounds 8^s 3 & he may have his Exⁿ there of &c. Execut^d 11th May 1764

Moulton } Joseph Moulton of Monson in the County of Hampshire yeoman Plt. vs John
 or } Sabin of the same place yeoman Deft. in a plea of the Case wherein the Plt. Demands
 Sabin } eight pounds lawful money which the said John on the fourth of August 1763 by his
 note promised y^e Plt. by the fourth of December then next or lawful Interest thereafter
 till paid yet hath never performed his promise. The Plt. by John Danielson Gent.
 his att^r appears. The the said John being three times publicly called to come
 here makes default of Appearance - Therefore It is Considered by the Court that
 the said Joseph do recover against the said John five pounds three shillings and
 six pence lawful money Damages (being the sum due on the s^d note) and one pound
 fourteen shillings and seven pence allowed him for costs of Suit &c.

Townley } John Townley of Hartford in the County of Hartford & Colony of Connecticut in -
 or } New England Merchant Plt. vs David Noble of Pittsfield in the County of Berkshire
 Noble } Husbandman deft. in a plea of the Case for that whereas the said David at Springfield
 aforesaid on y^e first day of March instant (viz. March 1764) owed to the s^d John the Plt.
 the sum of Twenty Two pounds and five pence half penny of the lawful money of the
 Province of the Massachusetts Bay in New England for divers Wares & Merchandizes
 by him the said John to the said David at his special instance and request sold and
 delivered in consideration thereof the day and place aforesaid, the said David assumed
 on Himself and to the said John faithfully promised that he would well and truly
 pay the same sum to the said John whenever afterwards he should by him be
 requested yet y^e said David hath not paid the said sum or any part thereof to y^e
 said John tho^o after requested but he wholly denies to do it to the Plt. Damages £38-
 The said John by Joseph Hawley Esq. his att^r appears. The s^d David being three
 times publicly called to come into Court makes Default of Appearance here.

It is therefore Considered by the Court that the said John do recover against the
said David Twenty two pound and five pence hal penny of lawful money Damages ^{only}
and cost of Court taxed at one Pound Fifteen Shillings and seven pence hal- ^{able}
After this the said David by Woodbridge Little Gent^r his Att^r comes here and
appeals from the Judgment of this Court to the Superior Court of Judicature to
be holden at Springfield for and within County of Hampshire on the fourth Sunday
of September next and he recognizes with Auctor^y according to Law for the said David
of sustaining y^e appeal with effect as by the said Recy^d Confile it appears.

God Lyman of Northampton in the County of Hampshire Gent. who sues as
well for the King as for himself in this behalf vs Alexander Thompson lately of Colrain ^{Lyman}
in the County of Hampshire yeoman Deft. in an Action wherein he the said God ^{Thompson}
complains of the said Alexander the deft. for this, namely that whereas he the deft. on y^e
second day of January last at Colrain aforesaid owned and was possessed of one barrel
of Rum that is to say of the quantity of thirty Gallons of Rum of the Value of ten pounds
he then and there sold the whole of said Rum in a greater quantity than twenty five
Gallons to wit in the quantity of thirty Gallons to one Elijah Williams by without
having a permit to sell rum or any spirits distilled from the Collector of Excise for
the said County of Hampshire or his Deputy and without having a permit for selling
the said liquor from the Import Officer of the Province of the Massachusetts Bay in
New England or his Deputy and also without any license to sell rum or other spirits
distilled by him had and obtained from the Court of General Sessions of the Peace for
the County of Hampshire against our peace and the form of one act and Law of the
said Province in such Case made and provided whereby the deft. hath forfeited to the Lord
the King and the Plt. who sues as well for the King as for himself the sum of fifty pounds
lawful money of the Province aforesaid and also the full Value of the Rum sold by him
in manner above specified being as the Plt. says ten pounds of the lawful money of the
said Province; And also for this namely that Whereas the deft. afterward on y^e second
day of January aforesaid at Colrain aforesaid owned and was possessed of one other
barrel of Rum that is to say of the quantity of thirty Gallons of Rum of the Value of ten
pounds he then and there sold the whole of said rum in a greater quantity than twenty
five Gallons to wit in the quantity of thirty Gallons to one Joseph Stebbins without
having a permit to sell rum or any spirits distilled from the Collector of Excise for
the County of Hampshire or his Deputy and without having a permit for selling the s^d
liquor or any of them from the Import Officer of the Province aforesaid or his Deputy and
also without any license to sell rum or other spirits distilled by him had & obtained
from the Court of General Sessions of the Peace for the said County of Hampshire
against the King's peace and the form of one Act and Law of the Province aforesaid
in such Case made and provided whereby the deft. hath forfeited to the s^d Lord
the King as to the Plt. who sues as well for the said Lord the King as for himself
the sum of fifty pounds of lawful money of the s^d Province and also the full Value
of the said Rum sold by him in manner above specified being as the Plt. says
ten pounds of the lawful money of the said Province And whereby an Action has
arisen as well to the King as to the s^d Plt. who sues as aforesaid to demand & have
of the s^d deft. the two several sums of fifty pounds aforesaid and also the full Value
of both the quantities of Rum aforesaid sold by him as aforesaid against the form of
the said Law being twenty Pounds. Nevertheless the said Deft. this often thereto re-
quested the sum aforesaid so forfeited as aforesaid or either of them to the Lord of King
the s^d Plt. Who sues as aforesaid for either of ^{them or either of them} hath not paid but the same sums
he hath altogether refused yet doth refuse to pay, & therefore as well for the King as for
himself the Plt. brings this Suit, The non payment of the said sums being by Damages
of the

of the said said Lyman as he says & 130. The Justices by their respective attorneys, come into Court now here and pray that they may have further day given them to prepare & bring in a bill of costs & charges of August next valuing & add it is granted them

Interim { Obadiah Dickinson of Hatfield in the County of Hampshire Gent. Plt. vs Jonathan Parague late of a place called Huntstown in the said County yeoman Deft. in a plea that the said Jonathan owes to the said Obadiah one hundred pounds lawful money which to the said Obadiah he y^e 2^d Don^e by his bond dated the first day of January 1763 bound himself to pay him the same on demand but has paid ~~nothing~~ ^{nothing} The pl^t by Joseph Hawley Esq. in ^{his} ~~the~~ ^{the} appears - The Def^t. being three times publicly called to come into Court makes default & appearance here. Therefore it is considered by the Court that the said Obadiah do recover against the s^d Jonathan thirty pounds thirteen shillings and two pence of lawful money being y^e sum of the said bond & Debt and Cost of Suit taxed at one pound sixteen shillings & one penny of like money and he may have his execution thereof -

Interim { John Wygoman and Justin Wygoman both of Springfield in the County of Hampshire Plt. vs Bigel Esq. late of a place called Newbernine alias Welfield River Branches in the said County yeoman Deft. in a plea of the Case wherein they demand of the said Bigel four pounds 5^s he owes them to balance book accounts &c. - The pl^t appear. The said Bigel tho three times publicly called doth not come into Court makes default of appearance here. Therefore it is considered by the Court that the said John and Justin do recover against the said Bigel four pounds five shillings and seven pence of lawful money Damages and Cost of Suit taxed at one pound nine shillings and eleven pence they may have their execution thereof. { May 1763

Interim { John Wygoman and Justin Wygoman both of Springfield in the County of Hampshire Plt. vs Josiah Tarnum of Northampton in the same County yeoman Deft. in a plea of the Case for that said Josiah at Springfield agreed on the 25th of March 1762 to his note for value received one George Leonard of said Springfield to pay him or his order the sum of three pounds lawful money with use to be paid in wheat at or before the first of January then next which the Def^t. on the 15th of Oct^r last was ordered by the said George by his Indorsement on the back of said note to pay to the Pl^t the whole being the sum of all which the s^d Tarnum then instantly had notice and so became liable accordingly promised the Pl^t to pay them the same according to the tenor of said note yet he hath never paid the same &c. - The Pl^t appear. The Def^t. being three times publicly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the said John and Justin do recover against the said Josiah three pounds four shillings lawful money Damages and Cost of Court taxed at one pound seven shillings and nine pence. After all which the said Josiah by John Worthington Esq. his Att^r. comes into Court and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for y^e County of Hampshire on the fourth Tuesday of September next & he recognises with the within as the Sureties for the said Tarnum's prosecuting the appeal with Effect as by the same recognizance on file it appears -

Interim { John Wygoman and Justin Wygoman both of Springfield in the County of Hampshire Plt. vs Joseph Casew of Springfield aforesaid yeoman Deft. in a plea of the Case for that the said said Springfield on the second day of July 1763 by his note for value received the Pl^t to pay them or their executors &c. 14th on demand with use also for that y^e Def^t. there on the 25th of Oct^r last by his other Note for value received them to pay them 3^l on demand with use also there on the 13th of Nov^r last by his 3^d note for value received the pl^t to pay them seven shillings on demand & that the said Casew tho often requested hath not performed his said

Said promiss or either of them but neglects it to their Damage £10 - The Plaintiff
appears the Deft. being three times publicly called to come into Court makes de-
fault of appearance here. Therefore It is considered by the Court that the said
John and Justin do recover against the said Joseph six pound, the eleven shillings
and four pence one farthing of lawful money Damages and Cost of Court taxed at one
pound six shillings and five pence & they may have their Execn &c After all
this the Deft. by Cornelius Jones Gent. his Attorney comes here and appeals from the
Judgment of this Court to the Superior Court of Judicature to be holden at
Springfield within and for the County of Hampshire on the fourth Tuesday of
September next and he recognizes with Sureties as the Law directs for the Appellant's
prosecuting the appeal with effect as by the said Recognizance on file appears.

John Ely yeoman and Justin Ely Gent. both of Springfield in the County of Hampshire
Plt. vs Joseph Bedortha the Second of Springfield afores. yeoman Deft. in a plea
of the Case wherein the Plt. demand 20^l 10 which the Deft. on the fourth of August
1663 by his note promised the Plt. on demand with use also the further sum of
ten pounds 16^s which the Deft. on the second of Feb'y 1663 by his other note promised
them on demand with use but hath not paid so the Plt. appear. The Deft. being
three times publicly called makes default of appearance here. Therefore It is con-
sidered by the Court that the said Plt. do recover against the said Bedortha
fourteen pound one shilling and six pence of lawful money Damages and Cost
of Court taxed at one pound six shillings & three pence & they may have their Execn &c
21st May 1764.

John Ely yeoman and Justin Ely Gent. both of Springfield in the County of Hampsh
Plt. vs William Worthington of the same Springfield Gent. Deft. in a plea of the
Case for that the deft. at said Springfield on the thirtieth day of August 1763 by his note
for Value received promised the Plt. to pay them or order fourteen pounds 17^s on demand
with use also for that the Deft. there on the 22^d day of March last owing the Plt. one
pound 7^s 9^d for sundry Articles of book account in consideration thereof promised them
to pay them the same on demand, yet the deft. hath never fulfilled his said
promiss or either of them to the Plt. or either of them but neglects it to their Damage
£20. - The Plt. appear. The Deft. being three times called to come into Court
makes default of appearance here. Therefore it is considered by the Court that
the said John and Justin do recover against the said William sixteen pounds,
six shillings and nine pence of Lawful money Damages, and Cost of Court taxed
at one pound six shillings and nine pence of like money & they may have their
Execn thereof. After all which the said William by Cornelius Jones Gent. his
Att. comes here and appeals from the Judgment of this Court to the Superior Court
of Judicature to be holden at Springfield for and within the County of Hamp-
shire on the fourth Tuesday of September next and he recognizes with Sureties
as the Law directs for the Appellant's prosecuting his appeal with effect as by
the said Recognizance on file it appears.

Ebenezer Love of Worcester in the County of Worcester Gent. Plt. vs Josiah Smith^{attly}
South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case for that
whereas the Deft. at Springfield afores. on the third of June 1762 by his note for Value
received promised the Plt. to pay him or order One hundred Pound, lawful money within
one year from that day with the lawful Interest till paid yet the s^d Josiah tho'
often requested hath not paid the contents of the said note but wholly denies to do it
to the Plt. Damages £200. - The Plt. by Joseph Hawley Esq. his Att. appears. The said
Josiah tho' three times publicly called makes default of appearance here. It is there-
fore considered by the Court that the said Ebenezer do recover against the said Josiah
One hundred and eleven Pounds and ten shillings of lawful money Damages and Cost
of

Love
or
smith } of Court taxed at one pound nineteen Shillings and five pence and he may have
his own thereof. After all which the said Joseph by John Worthington Esq. his
Att. comes here and appeals from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next and he recognizes with
Sureties as the Law directs for the Appellant, prosecuting his appeal with effect
as by the said Recognizance on file it appears.

Dickinson
or
Alvord } Obadiah Dickinson of Hatfield in the County of Hampshire Gent. Plt. vs
Elijah Alvord of South Hadley in the County of Hampshire esqr. yeoman Deft.
in a plea of the Case wherein the Plt. demands two pounds 10^s which the Deft. on 9th
28th of August 761 by his note promised the Plt. on demand with Interest but he
not paid to the Plt. by his Att. Joseph Hawley Esq. appears - The Deft. being three
times publicly called to come into Court makes default of Appearance here.
Therefore it is Considered by the Court that the said Obadiah do recover against
the said Elijah two pounds eighteen Shillings of lawful money Damages and
Cost of Suit taxed at one pound 11^s. He may his execution. Execn is? 28th Nov. 764.

Benoni
Gee } Benoni Griffin of Simsbury in the County of Hartford in the Colony of Connecticut
yeoman Plt. vs Peter Roe of Westfield in the County of Hampshire yeoman Deft. in
a plea of the Case for that the deft. at said Springfield on the 17th day of August 761
by his note for value received promised the Plt. to pay him or cause to be paid to
him six pounds, five Shillings within six months from that time with lawful
Interest after three months from the said date yet the deft. tho' often requested hath
not performed his said promise but unjustly & wholly deny to do it to the Plt. damage
&c. The Plt. by John Phelps Gent. his Att. appears - The Deft. being three times
called to come into Court makes default of Appearance here. Therefore it is
Considered by the Court that the said Benoni do recover against the Deft. Peter
Seven Pounds three Shillings and four pence of lawful money Damages and Cost of
Court taxed at one pound thirteen Shillings and eleven pence. After all which
the said Peter by Moses Bliss Gent. his Att. comes here and appeals from the judg-
ment of this Court to the Superior Court of Judicature to be holden at Springfield
for and within the County of Hampshire on the fourth Tuesday of September
next and he recognizes with Sureties as the Law directs for the said Peter, prose-
cuting his appeal with effect as by the said Recognizance on file it appears.

Farnum
or
Peltor } Benoni Farnum of Westfield in the County of Hampshire yeoman Plt. vs Eph-
raim Peltor of Blanford in the County of Hampshire esqr. yeoman Deft. in a plea of the
Case wherein the Plt. demands seven pounds money the Value of which the Deft. on
the 9th of Oct. 760 by his note promised the Plt. in Grain at the market price to
be paid & delivered by the first of March then next. The Plt. by John Phelps Gent.
his Att. appears. The deft. being three times publicly called makes default of
Appearance in Court. It is therefore Considered by the Court that the Deft. Benoni
Farnum do recover against the said Ephraim Peltor Seven pounds of lawful money
Damages and Cost of Court taxed at one pound 10^s. Execn is? 7th May 765.

Duncheon
or
Ashley } John Ashley of Sheffield in the County of Berkshire by was Summoned to come
before the Court of our Sovereign Lord the King now here to warrant to William Dyn-
cham of Springfield esqr. Gent. one seventh Part of a Tract of Land of quantity
of twenty Acres lying at the southerly end of the farm on which James Swins of
Greenwich in the said County of Hampshire Gent. now dwells bounded by a pine
tree at the Southeast corner thence running West one hundred and fifty four rods
twelve feet thence north sixty rods thence east eleven degrees fifteen minutes north
one hundred and sixty three rods thence South one hundred rods to the first Station
with the Upperlandes the said Tract of Land lies in a place formerly called
Quabbin in the said County of Hampshire and whereof the said William is tenant
by his

by his Warranty and which John Read of Fairfield in the County of Fairfield Colony of Connecticut Esq. Ruth Hunn of the said Fairfield widow and Gentlewoman Charles ¹⁷ Ashley of Hallowell in the Province of Nova Scotia Esq. and Mary his wife Abigail ¹⁸ Ashley of Boston in our County of Suffolk widow and Gentlewoman William Read of the said Boston Esq. Henry Paget of Providence in the Colony of Rhode Island merchant and Deborah his wife in the said Court before the said Justices of the said Lord the King claim against the said William tenant by his warranty as aforesaid as the right and Inheritance of the said John Read Ruth Hunn the said Abigail Mary William Read and Deborah above named and into which they the said Demandant, say y^t the said William hath not any entry but after the Disceisin which one John Pyrhon unjustly and without Judgement within thirty years last past made of the said Premises on one John Read Esq. dec^d whose heirs the said John Read Mary Ruth William Read Abigail Deborah above named are and to the warranty of one seventh part whereof against the Demandants above named the said William in & forme Court hathouched the said John Ashley the Def^t and whereupon the said William Pyrhon saith that the said John Ashley the Def^t on the 19th of June 1741 was seized of One seventh Part of a certain Tract of Land consisting of and containing five hundred Acres with the Appurtenances in his Demise as of fee whereof the abovesaid Premises are a part and parcel, and he the def^t being so thereof (twelvth of the seventh part of the said five hundred Acres) by his certain Deed of bargain and Sale sealed with his the Def^t proper Seal executed acknowledged and registered according to the Law of this Province touching the Creating and Registry of Deeds which Deed the said William the Plt. will produce in Court the Date whereof is the day and year last above. on the same day at Springfield aforesaid by the Name of John Ashley of Sheffield in the County of Hampshire in New England Son of Mary Ashley late dec^d who was Grand Daughter of Col^o John Pyrhon the elder late of Springfield dec^d gave granted aliened bargained sold by the said Deed confirmed to the Plt. by the name of W^m Pyrhon of Springfield in the said County meaning the said County of Hampshire Esq. his heirs and assigns, one seventh part, in the Plt. avers, of the whole of the said Tract of five hundred Acres, whereof the premises above demanded against the Plt. as above expres^d is part and parcel, by the name of all ray, meaning his the said John Ashley's right title share interest and Proportion be it more or less of in and unto the Land hereafter mentioned and described lying and being at a place called Quabin in the County of Hampshire aforesaid that is to say of and in a Tract of Land containing five hundred Acres laid out to satisfy a grant made to John Pyrhon aforesaid released by the General Court surveyed and platted by Timothy Dwight Esq. as on Record in the General Court and Secretary's office may be more fully known as to the bounds of the same and the said John Ashley by his said deed obliged himself and his heirs to warrant his s^d share and Proportion of the said five hundred acres whereof the said demanded premises are a part, to him the said William the Plt. his heirs and assigns forever (and the Plt. expressly avers that the said John Ashley's share ^{of property} of the said Tract of five hundred Acres sold by him as aforesaid and which he obliged himself and his heirs to warrant as above said was one seventh part thereof) and for that Cause the said John the def^t is holden and obliged to warrant to the said William the Plt. tenant by his warranty as aforesaid one seventh part of the said demanded premises with the Appurtenances and the said William the Plt. therefore demands that the said John Ashley the def^t the one seventh of the said demanded premises with the appurtenances the said William therefore demands that the said John the Def^t the one seventh part of the said demanded premises with the Appurtenances would warrant to him the Plt. against the demands of the said Demandants. And the s^d Parties viz the Plt. by Joseph Hawley Esq. & the Def^t by Moses Bligh Esq. their respective Att^{ys} come here, and

And the said John the deft. craves oyer of the said Deed of the said John to the said William above declared on and it being read to him (in words set forth on file) the said John pleads and says, the said William's declaration aforesaid and the matters therein contained are insufficient in Law and that he the said John hath no need neither is he holden by the Law of the Land to answer thereto all which he is ready to verify and prove whereof the said John prays Judgment & Judgment for his Costs. And the said William the Plt. says that by anything by the said John above pleaded from having his said Action maintained against him - because he says that the said declaration and the matters therein contained are sufficient in Law to hold the deft. to answer and this the Plt. is ready to verify therefore because the said John the deft. hath not made any answer to the Plt's declaration nor in any manner contradicted the matters therein alleged the said William prays Judgment that the said John should warrant the seventh part of the said demanded premises to the Plt. against the said demands - thereupon the premises being seen and by the Justice of our s. Sovereign and the King now here present fully understood and upon mature deliberation thereof had for that it seems to the Court of our said Lord the King now here that the said Declaration and the matters therein contained are good and sufficient in Law to Maintain the Action of the said William thereupon against the said John the Deft. It is Considered that the said John Ashley shall warrant to the said William Pyration the tenements aforesaid with the Appurtenances for time and place to -

(Clark) & Noah Clark of South Hadley in the County of Hampshire yeoman Plt. on
(Moody) Samuel Moody Junr of South Hadley aforesaid yeoman Deft. in a plea of Replevin for that the said Samuel Moody the on the first of March last at a place called the said Clark's barn in South Hadley aforesaid took the Iron-Gray Mare of the said Noah about 12 years old worth seven pounds and drove her away and impounded her in his the said Moody's homelot and her unjustly detained against Pledges & Sureties till this day which is to the damage of the said Noah he says the sum of £10. - The said Noah appears by Joseph Hawley by his Att. And the s. Samuel by Simeon Strong Gent. his Att. Comes here and defends and says, that the Plt's Writ is bad and ought to be abated because he says that the said Writ begins proceed and is made out in the Manner and form following viz Hampshire, s. George the Third by the Grace of God of Great Britain Prince and Defender of the Faith &c. To the Sheriff of our County of Hampshire his Under Sheriff or Deputy Greeting. We Command you to replevie to Whereas the Plt. says that by Virtue and force of one Law of this Province of the Massachusetts Bay in such case provided - said Writ ought to have begun proceeded been made out and issued in the following manner and form and no other to wit Hampshire, to the Sheriff or Marshall of the said County of Hampshire his Under Sheriff or Deputy or Constables of South Hadley within the said County or to any or either of them Greeting in his Majesty's name you are required to replevie to Also for that there is a material Variance between the several Parts of the Plt's Writ and also a material Variance between the Plt's Writ & Declaration for that in one part of said Writ the said Mare is said to be now detained whereas in another Part of said Writ and also in the Plt's Declaration it is averred that the Deft. detained said Mare against Pledges and Sureties Which Variance ought not to be Also for that said Writ bears no title which by Law it ought, all which the Deft. is ready to verify wherefore he prays Judgment of s. Writ that the same may be abated and that a return of s. Mare and his Costs may be adjudged him - thereupon the premises being seen and by the Court of the s. Lord the King now here fully understood forasmuch as it appears to the s. Court of the s. Lord of King that the said Plt's Writ doth not bear any title as by Law it ought, It is Considered that the same Writ shall be and hereby it is abated - It is also Considered that the s. Samuel Moody

Samuel moves against the said Noah the Mare above described by him sent down
Cost & expenses in defending the suit of the said Noah allowed to be thirteen shillings
and six pence and he may have his Exon thereof &c — The Plt. by Joseph Moody
and by his Attorney appeals from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield for and within the County of Hamp-
shire on the fourth Tuesday of September next and recognizes with Sureties as the
Law directs to prosecute the appeal with effect as by the s^d Quoy on file appears —

James Smith of South Hadley in the County of Hampshire minister of the Gospel
and Plt. in Samuel Moody Junr of South Hadley against yeoman deft. 17
in a plea of Replevin for that the said Samuel Moody he on the first day of June
last at a place called the said Smith's barrow in South Hadley of his
own red steer four years old worth five pounds one brown Steer about three years
old having some while in his tail worth four pounds and one red Cow about
four years old worth four pounds all belonging to the said James took and
drove the same Cattle away and impounded them in his the said Moody's homlet
and them unjustly detained against pledges and Sureties till this day which is to
the Damage of the said James as he says twenty five pence — The Plt. by Joseph
Hawley Esq. his att. appears. And the said Samuel by Mr. Simon Strong his att.
comes here and defends &c and says that the Plt's Writ is bad and ought to be abated
for that said Writ is made out and issued in manner and form following to wit
Hampshire s^d George the Third by the Grace of God of Great Britain King and
Ireland King Defender of the faith &c To the Sheriff of our County of Hampshire
his under Sheriff or Deputy Greeting We Command you to replevin &c Whereas
the said Writ ought by Virtue of one Law of this Province to have begun proceeded
been made out and issued in the following manner and form and no other
To wit Hampshire s^d To the Sheriff or Marshall of the said County of Hampshire
his under Sheriff or Deputy or Constables of the Town of South Hadley within the s^d
County or to any or either of them Greeting In his Majesty's name you are re-
quired to replevin &c Also for that there is a material Variance between the several
Parts of the Plt's Writ and also a material Variance between the Plt's Declaration
for that it is said and alleged in said Writ that said Steers and Cow are now
detained by the Deft whereas in another part of said Writ and also in the Plt's
Declaration tis averred and alleged that the deft unjustly detained said Steers &
Cow against pledges and Sureties which Variance the said Samuel says ought not
to be, Also for that said Writ bears no date as by law it ought — All which the said
Samuel is ready to verify Wherefore he may Judgment of said Writ that if same
may be abated and that a return of s^d Steers and Cow and his Costs may be adjudged him.
Thereupon the Pleas being seen and by the Court of our said sovereign Lord of
this now fully understood for that it appears to the said Court that the plt's
Writ is not made and brought in manner and form as the Law of this Province pre-
scribes in such cases but is bad Therefore it is considered that the said Writ be and it
is hereby abated — It is also considered that the said Samuel may have the Cattle
above described replevied by the said James and also that he recoveray^t of s^d James his
Costs in defending this suit allowed to be thirteen shillings &c He may have his Exon &c
The s^d James appeals from the Judgment of this Court to the Superior Court of Judi-
cature to be holden at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next and the s^d James by his said att. ~~appears~~ recognizes with
Sureties as the Law directs for the prosecuting his s^d Appeal with Effect as by the
s^d Quoy on file appears —

217
 Green } Uphalet Green of South Hadley in the County of Hampshire yeoman Plt. vs Samuel
 Moody Junr. of South Hadley aforesaid yeoman Deft. in a plea of Replevin for that
 the said Samuel he on the first day of March last at the said Green's Mill yard so
 called in South Hadley afores. took one small black fawn hawp seven years old worth
 Eight pounds belonging to the Plt. and drove him away and imprisoned him in
 his the said Moody's millnet and him unjustly detained against pledges and sureties
 till this day which is to the damage of the said Green as he says &c. —
 The Plt. by Joseph Hawley by his Att. appears. And the said Samuel by Simeon
 Strong Gent. comes and defends &c. and offers divers exceptions against a writ
 as at large set forth on file & prays Judgment of the said Court that the same
 may be abated and that a return of the said small Hawp & his loss may be adjudged
 him. Whereupon the premises above mentioned being seen and by the Court of our
 said Lord the King now here fully understood for that it appears to the Court that
 the Plt. said writ is not made and brought in manner and form as the Law of this Pro-
 vince prescribes in such cases but is bad therefore it is considered that the same writ be an-
 nulled & it is also considered that the said Samuel do recover against the said
 Green the said hawp replevied as above and his costs in defending the suit of the said Green &
 he may have his fees thereof so costs are allowed to be 13/6 —

218
 Vash } Timothy Vash of Shutesbury in the County of Hampshire yeoman Plt. vs Elisha King
 or Hadley in the same County yeoman Deft. in a plea of the Case for that said Elisha at S.
 Hadley on the first day of January last past owed the said Timothy the sum of five
 pounds Eleven Shillings & 8^d for balance accounts according to the Plt.'s account on file &
 then and then in consideration thereof promised said Timothy to pay him the
 same on demand yet tho' often requested hath never paid the same or any part thereof
 but unjustly refuses to do it to the damage of the said Timothy &c. and how the s.
 Parties tried the Plt. by Simeon Strong Gent. his Att. and the Deft. by Elipha Porter
 Gent. his Att. come here and agree to submit the Case and all their demands at law
 and in equity which the said Parties have against each other to the final Determi-
 nation and award of Moses Marks of Hadley Gent. Alexander Smith of Amherst
 yeoman & Noah Cook of said Hadley yeoman Arbitrators mutually chosen by
 the s. Parties or any two of them to be made upon the Premises and returned into this
 Court so soon as may be & the s. Submission is read & the s. Parties have a farther
 day before the said the King here until the last Tuesday of August next —

219
 White } Lemuel White of Hartford in the County of Hartford and Colony of Connecticut Gent. Plt.
 vs Jesse Giff in late of Hartford aforesaid yeoman Deft. in a plea that the said Jesse owes
 to the said Lemuel three pounds 7^d which to the said Lemuel he owes and from
 him unjustly detains and whereupon the said Lemuel says that at a Court for the
 Trial of small Causes holden at said Hartford before Jonathan Hills Esq. one of the
 Justices of the peace for the said County of Hartford on the fifteenth day of June
 last past he recovered Judgment against the said Jesse three pound fifteen
 Shillings and six pence Damages or Debt and two Shillings lawful money for
 his Costs and Charges by him about his Suit in that behalf expended whereof the
 said Jesse is content and by the record thereof in this Court to be produced, is manifest
 and appears which Judgment yet remains in fully force not satisfied nor waived
 and altho the said Lemuel sued out a Writ of Execution on the Judgment aforesaid
 viz on the second day of August last yet no part of the said Sum were ever levied
 thereby and the return day thereof is long since past whereby Action accrues to
 Plt. to demand and have of the said Jesse the Sum aforesaid in full as afores.
 recovered yet the said Jesse tho' often requested hath never paid the same or any
 part thereof but unjustly neglects it to the damage of the said White &c. — The
 said Plt. by John Worthington by his Att. appears. And the said Jesse by
 Corbelius

Cornelius Jones Gent. his Attorney comes and prays that this hon^d Court would not
the Cognizance of the Plt^s Action out that the same be dismissed for that the Plt^s brings ^{White}
in Action ag^t the D^{ft}. to be heard and tried by your Honors as Justice. If ⁱⁿ Superior
Court of Common Pleas for the County of Hampshire but doth not set forth in his
Declaration that the Cause of his Action arises in any place in the County of Hamp-
shire nor within the Jurisdiction of this Court which he ought to have done all
which the D^{ft} is ready to verify and thereof the D^{ft} prays Judgment and that
the Plt^s action be dismissed and he allowed his Costs. Thereupon the Premises
being seen and by this Court fully understood it seems to the Court that the said
Action ought not to be dismissed for that the same is well brought. And the said
Jesse saving the plea in abatement pleads and says, he is not indebted to the Plt.
in manner and form as the Plt. in his Declaration hath alleged and thereof puts
himself on the Country. And the said Samuel the Plt. says that the plea afores^d.
of the said Jesse to issue is insufficient in Law and that he is not holden by the Law
of the Land to answer thereto all which he is ready to verify and thereof prays
Judgment and Judgment for his Debt afores^d. and Cost. And the D^{ft}. says, his
Plea aforesaid to issue is sufficient in Law and that the Plt. is holden to answer
thereto and this he is ready to verify & thereof prays Judgment & Judgment for
his Costs. Thereupon all and singular the premises being seen and by y^e Court of
our s^d. Sovereign Lord the King now here fully understood, for that it appears to
the said Court that the D^{ft}. plea afores^d. to issue is not sufficient in Law to hold
the Plt. to answer & because the said Jesse hath not in any manner denied the
Plt^s Action. Therefore it is Considered that the said Samuel do recover against
the said Jesse three pounds, seventeen shillings and six pence lawful money
Debt and Cost of Court taxed at one pound seventeen shillings & seven pence
he may have his Exon thereof &c. The s^d. Jesse by his said Att^y appeals from
the Judgment of this Court to the Superior Court of Judicature to be holden
at Springfield for and within the County of Hampshire on the fourth Tuesday
of Sept. next and he recognises with Sureties according to Law for the s^d. Jesse
prosecuting the appeal with effect as by the s^d. Recognizance on file appears.

John Elly yoman and Justin Elly Gent. both of Springfield in the County of Hamp-
shire. Plt^s vs Joseph Ball Just. of the same Springfield yoman D^{ft} in a plea of ^{Elly &}
Case wherein the plt^s demand three pounds of which the D^{ft}. by his note on the 18th Ball
day of April 1763 promised the Plt^s on demand with use &c. The Plt^s appear. The
D^{ft}. being three times publicly called makes default of appearance here.

Therefore It is Considered by the Court that the said John and Justin do recover
against the said Joseph three pounds twelve shillings & three pence of lawful
money Damages and Cost of Court taxed at one pound 6^d. 7^d. Done at 1st May 1764

Frederick Moulton of Monson in the County of Hampshire yoman Plt. vs Ben-
jamin Shinner of Wilbraham in the same County yoman D^{ft} in a plea of ^{Moulton}
Case for that the said Benjamin & Increase Child by their note of hand on the Seventh
of May 1763 for Value received promised the Plt. to pay him five pounds 10^s. lawful
money within ten months from the date of said note and the lawful Interest after
that time if not then paid yet the s^d. Benjamin and Increase or either of them tho
often requested have never fulfilled their said promise but unjustly neglect it to
the Damage of the said Moulton &c. The Plt. by Timothy Danielson Gent. his Att^y
appears. The D^{ft}. being three times publicly called to come into Court makes De-
fault of Appearance here.

Turn the debt hath paid twelve pounds 6/10 the Remainder of 2. Turn and Interest
due on said note the debt hath never paid tho' often requested but neglects to do it to the {Mills
Damage of the said Mills &c. The 2^d Plt. by Cornelius Jones gent. his Attorney ap- {Merry
pears. The said Merry tho' three times publicly called doth not come but makes
default of appearance here. Therefore it is considered by the Court that the
said Stone do recover against the said Elijah. Nine pounds three shillings and
eight pence of lawful money Damages and Cost of Court taxed at one pound six-
teen shillings and three pence she may have his execution thereof. The said Elijah
appears and now at this term by John Danielson gent. his attorney comes here and
appeals from the Judgment of this Court to the Superior Court of Judicature to
be held at Springfield in and for the County of Hampshire on the fourth
Tuesday of September next & recognizes with Sureties according to Law for the 2^d
Elijah prosecuting the appeal with effect as by the said Recd^d Confile it appears.

Robert Hamilton of Granville in the County of Hampshire yeoman Plt. vs {Hamilton
Charles Colton of Springfield in the same County yeoman debt in a plea of the {Colton
Case for that the said debt at Granville assess'd on the 2^d of June 1763 by his note for
value rec^d. promised the Plt. to pay him twelve pounds 10/ in three months from 2^d
date yet the debt tho' often requested hath never fulfilled his said promise but un-
justly neglects it to the Damage of the said Robert &c. The Plt. by Corn^d Jones
gent. his Attorney appears. The Debt being three times publicly called makes default
of appearance here. Therefore it is considered by the Court the said Robert do recover
against the said Charles Twelve pounds ten shillings of lawful money Damages
and Cost of Court taxed at one pound twelve shillings and nine pence &c. After
all which the said Charles by John Worthington by his Att^r. comes here and appeals
from the Judgment of this Court to the Superior Court of Judicature to be held
at Springfield within & for the County of Hampshire on the fourth Tuesday of
September next & recognizes with Sureties as the Law directs for the said Charles
prosecuting the appeal with effect as by the said Recd^d Confile it appears.

Asa Burt of Granville in the County of Hampshire yeoman Plt. vs Ebenezer Hildworth {Burt
Jun^r of Springfield in the said County yeoman debt in a plea of the Case wherein the {Hildworth
Plt. demands the Residue of the Turn due upon the debt note bearing date the 18th of Nov^r 1762
by which he promised the plt. twelve pounds by 15th of March then next & Interest after
that time, of which turn the debt hath paid four pounds 14/ & no more. The plt. by
Cornelius Jones Gent. his Att^r. appears. The Debt being three times publicly called
makes default of appearance in Court. Therefore It is considered by the Court that
the said Asa do recover against the said Ebenezer seven pounds sixteen shillings &
four pence of lawful money Damages and Cost of Court taxed at one pound eleven
shillings and three pence she may have his execution. Done at 29th Aug^t 1764

Cornelius Jones of Springfield in the County of Hampshire Gent^r. Plt. vs Thos^t. Jones
Hebbins of the same Town yeoman Debt in a plea of the Case wherein the plt. de- {Jones
mands Ten pounds five shillings and five pence which he says the debt on 1st of {Hebbins
Feb^r last owed him to balance accounts according to his Acct^t on file & in consideration
thereof promised him to pay him the same on demand which has failed to do to the
Plt. Damage £12. The before named Parties viz the said Cornelius in his proper person
& the 2^d Ebenezer by John Worthington by his Att^r. come here and here before this Court
agree to refer the Case to the final Determination and award of Mess^{rs} Robert Harris Money
Bliss & George Arbitrators mutually elected by the 2^d Parties or any two of them to be
made.

to be made upon the premises & returned into this Court so soon as may be and the said Parties have a further day before the Court until the last Tuesday of August next &c.

By Benjamin Bellows
J. Joel Uly of Springfield in the County of Hampshire yeoman plt. vs Benjamin Bellows of Walpole in the Province of New Hampshire by def. in a plea of the Case for that y^e said Benjamin at Springfield aforesaid on the last day of January y^e 60 being justly indebted to the said Joel the Sum of one hundred and fifty six pounds 11^s 2 lawful money for sundry Articles of book account according to the account to the plt. Writ annexed the said Benjamin in consideration thereof then and there returned on himself and to the said Joel faithfully promised that he would pay him the same on demand yet the said Benjamin tho' often requested hath never paid the same but unjustly neglected it to the plt's damage £200. — And the said Joel by John Worthington by his Att^r appears. The s^d Benj^a by Daniel Jones Esq^r his Att^r comes & defends &c and reserving to himself liberty of making a new plea upon the trial of the appeal says he has not broken his Covenant in manner and form as the plt. in his declaration hath alleged and thereof puts himself on the Country. — The said plt. consenting to the Def^t's Reservation aforesaid says that the plea aforesaid by the def^t above pleaded in manner and form aforesaid and the matter in the same contained is an insufficient answer to the plt's declaration to which said plea and the matter in the same contained the plt. hath no necessity, neither is he holden by the Law of the Land in any manner to answer and thus he is ready to verify wherefore for want of a sufficient plea the plt. prays Judgment and Judgment for his Damages and Cost. — And the said Def^t says his plea is sufficient. — Thereupon the Jurors being sworn and by the Justices of our said Lord the King now here fully understood for that it appears to the said Justices that the def^t's plea aforesaid in manner & form aforesaid by him pleaded and the matter in the same contained are not a good and sufficient answer in Law to the plt's Declaration aforesaid and for that the def^t hath not in any manner denied the plt's action aforesaid. Therefore it is considered that the said Joel do recover against the said Benjamin One hundred and fifty six pounds eleven Shillings and two pence of lawful money damages and Cost of Court taxed at one pound thirteen Shillings and seven pence &c. The Def^t by his s^d Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next and he recognizes with Justice according to Law for his the said Benjamin's Prosecuting the appeal with effect as by the Rec^d on file it fully appears.

By Nathan Alford
Joel Uly of Springfield in the County of Hampshire yeoman plt. vs Nathan Alford of South Hadley in the same County yeoman def^t. in a plea of the Case for that y^e said Nathan at said Springfield on the 25th of November y^e 63 by his note for value rec^d promised the plt. to pay him twenty nine pounds 11^s on demand with Interest for the same till paid yet the said Nathan tho' often requested hath never paid y^e same or any part thereof but unjustly neglected it to the damage of the plt £35. The plt. by John Worthington by his Att^r appears. But the s^d Nathan tho' three times publicly called to come into Court doth not come but makes default of Appearance here. Therefore it is considered by the Court that the s^d Joel do recover against the said Nathan Thirty Pounds Six Shillings and nine pence of lawful money Damages & Cost of Court taxed at one pound eleven Shillings and eleven pence &c. After all which the said Nathan by Cornelius Jones Esq^r his Att^r comes here and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield aforesaid for y^e County of Hampshire on the fourth Tuesday of

of September next and he recognizes with Sureties on the Law directed, for the said Nathan's prosecuting the appeal with effect as by the s^d Newy^d on file it appears. —

Francis Baxter of Infield in the County of Hampshire yeoman pl^t. vs W^m Hatching of Baxley
ward in the County of Worcester yeoman Deft. in a plea of the Case wherein the
Pl^t. demands fiftie pounds & 1² which the de^{ft}. before the last day of May 1763 rec^d. of Hatching
he hon^{ble} Starke on Gray Esq^r Treasurer of this Province for the s^d Pl^t. and for which
the Deft. hath never acknowledged & is set forth on file. The Pl^t. by John Worthington
of his Attorney appears. The Deft. being three times publicly called makes default
of Appearance in Court. Therefore it is considered that the said Francis do recover
against the said William fourteen Pounds, Seven Shillings and four pence of
lawful money Damages and Cost of Court taxed at Two pounds, and nine pence
and he may have his Ex^{on} there of. Ex^{on} is 20th July 1764.

Charles Colton of Springfield in the County of Hampshire yeoman pl^t. vs Colton
Matthias Smith of Springfield afores^d yeoman Deft. in a plea of the Case wherein
the Pl^t. demands Six pounds which the de^{ft}. on the first of June 1763 by his note pro
vided the Pl^t. on demand with Interest to. The Pl^t. by John Worthington by his
Att^y. appears. The Deft. being three times publicly called makes default of appear
ance in Court. Therefore it is considered by the Court that the s^d Charles do recover
against the said Matthias Six Pounds Six Shillings & Seven pence of lawful money
Damages and Cost of Court taxed at one pound & 3⁴ — Ex^{on} is 24th May 1764.

James Lammon of Palmer in the County of Hampshire yeoman pl^t. vs Tim^{othy}
Chape late of Greenwich in the same County now of Sutton in the County of Worcester
yeoman Deft. in a plea that the said Tim^{othy} render to the said James two pounds
& 6³4 which he owes him and unjustly detains and which the Pl^t. says at a Court
holden before Josiah Dwight of Springfield Esq^r on the 30th day of August in the second
year of the Kings reign by the Consideration of the s^d Josiah Dwight Esq^r he recovered
against the s^d Tim^{othy} for his damages by reason of the said Tim^{othy}'s not having per
formed a certain promise before made & for costs &c as is fully declared in the Pl^t. Writ.
The Pl^t. by John Worthington Esq^r by his Attorney appears. The Deft. being three times
publicly called makes default of Appearance in Court. Therefore it is considered
by the Court that the said James do recover against the said Tim^{othy} Two
pounds Seventeen Shillings and Six pence two farthings of lawful money debt
& Costs of Suit taxed at Two pounds 1⁷ — Ex^{on} is 2^d July 1764.

Thomas Williston of Springfield in the County of Hampshire yeoman and a
Deputy Sheriff of the same County Pl^t. vs Martin Smith of the same town yeoman Deft.
in a plea of the Case wherein the Pl^t. demands three pounds 4^s. lawful money which the
deft. owes him for sundry articles of Account according to the Pl^t. ac^t on file & promise
to pay him on demand & as is fully set forth on file. The Pl^t. by John Worthington Esq^r
by his Att^y. appears. The Deft. being three times publicly called makes default of appearance
in Court. Therefore it is considered by the Court that the said Thomas do recover ag^t
the said Martin Three Pounds four Shillings of lawful money Damages and Cost of Court
taxed at one pound six shillings & three pence. Ex^{on} is June 1st 1764.

John Colton Gent. Simon Colton Gent. George Hitchcock yeoman Josiah Hitchcock
yeoman and Martha his wife. Reuben Bliss yeoman and Elisabeth his wife Joanna
Boley widow and Spinster and Mary Kepp Single woman and Spinster all of Springfield
in the County of Hampshire and Caleb Hitchcock of Union in the County of Windham in
Colony of Connecticut and Luke Hitchcock of Granville in the County of Hampshire yeoman
& Joel White of Bolton in the County of Hartford & Lucy of Connecticut Gent. & Lucie his wife
which

White
26th
Hitchcock

Which said Joel and Ruben sue in Right of their said Wives, p^lty in Luke Hitchcock
of Greenwich in the said County of Hampshire Gent. Def^t in a plea of Entry
upon Disseisin in the post wherein they demand against the said Luke Hitchcock
the Defendant one messuage viz a Dabbling house Corn mill and one hundred Acres
of Land in said Greenwich being land originally surveyed laid out and called Lot
Number forty five and bounded as follows viz the Southeast Corner thereof is in the
line of Hardwicks heretofore called Lambstown at the North east Corner of Lot
No 46 & 47 two in said Town of Greenwich thence it runs north four degrees east one
hundred and twenty five rods thence west four degrees north one hundred & seventy
eight rods thence South fifteen degrees west one hundred and thirty five rods thence east
forty degrees South one hundred and twenty four rods with the appurtenances, as of
Right and Inheritance of the said John Simon Joanna Eunice & Mary Caleb Luke
of Granville George Martha and Elisabeth whereof Thomas Gibbs of s^d Greenwich
unjustly and without Judgment dispossessed Joanna Colton late of s^d Springfield
Gentlewoman dec^d mother of the said John Simon Joanna, and Eunice & Grand-
mother of the said Caleb Luke of Granville George Martha Elisabeth and Mary
and whose Co-heirs they are and they say that the said Joanna Colton late of said
Springfield within thirty years last past was seized of the s^d Messuage Mill and
one hundred Acres of Land with the Appurtenances in her own right as of her Inhe-
ritance and Right in a peaceable time in the Reign of the late King namely George
the Second, taking the profits thereof to the Value of Twenty Shillings a year and
the said Thomas Gibbs unjustly and without Judgment dispossessed her the said Joanna Colton
and from her the right to the Messuage Mill and Land aforesaid with the Appurtenances
descended and came to the said John Simon Joanna Colley Eunice Mary Caleb Luke
of Granville George Martha and Elisabeth and one William Hitchcock late of said
Springfield dec^d in the following Proportions to wit two Seventh parts thereof to the said
John Colton as eldest son of the said Joanna Colton and one Seventh part thereof to the s^d
Simon Colton and One Seventh part thereof to the said Joanna Colley and one Seventh
part thereof to the said Eunice White as Children of the said Joanna Colton and one Seventh
part thereof to the said Mary as Grand-Child of the said Joanna Colton and Daughter &
only legal Representative of Mary Keep formerly of Springfield dec^d who was wife of
Samuel Keep late of s^d Springfield dec^d and Daughter of the same Joanna and who died
in the life time of the said Joanna and one Seventh part thereof to the said Caleb
Hitchcock Luke Hitchcock of Granville George Martha and Elisabeth and one William
Hitchcock then living as Grand Children of the said Joanna and Children and legal-
Representatives of Martha Hitchcock late of said Springfield deceased late wife of Luke
Hitchcock of Luke Hitchcock of said Springfield and who died also in the life time of the
said Joanna Colton which came Seventh part descended and came to the same Children
of the said Martha in the following proportion viz Two Seventh parts thereof to the s^d
Caleb and one Seventh part thereof to each of her other Children aforesaid and after-
wards the said William died and his forty ninth part of the premises demanded
descended and came to his said brothers and Sisters to be equally divided between them
and that the said Luke Hitchcock of Greenwich had no Entry into the Messuage Mill
& Land aforesaid but after the dispossession which the said Thomas Gibbs unjustly and
without Judgment made but the same Luke now unjustly holds the same from the
Pl^{ts} to their damage as they say £100. - Of the before named Plaintiff, Joel
White and George Hitchcock and they only by John Worthington by their Attorney
came here. And the s^d Luke the Def^t comes into Court. And the s^d Parties pray that they
may have a further Day before the s^d Judge the King here until the last Tuesday of August
next at which day is granted them

John Hill of Brookfield in the County of Worcester yeoman Plt. vs.
Isaiah in the County of Hampshire Gent. Dett. in a plea of the Case
demands Eleven Pounds to which the Defendant on the 11th Day of Dec.
by his note promised the Plt. within three months but he did not pay.
John Worthington by his Attorney appears. The Dett. being three times
called makes default of Appearance in Court. Therefore it is Considered
that the said John Hill do recover against the said Solomon Phelps
in Shillings of lawful money Damages and Cost of Court taxed at one
Pound in 11th Dec.

George Smith of Hartford in the County of Hartford Colony of Connecticut
narrator Executor of the last Will and Testament of Ann Mendenhall late of
Connecticut Gentlewoman decd Plt. vs Simon Stearns late of Oxford in the
County of Worcester in the Province of the Massachusetts Bay now of Charlestown
Province of New Hampshire Gent. Dett. in a plea of the Case for that the
Simon at Springfield on the Second of December 1661 by his note under his hand
in Value received promised the said Ann then living to pay her fifty pounds
of lawful money within four months with lawful Interest for the same till paid
yet he never paid the same to her while she lived tho' often thereto by her request
or hath he paid the same to the said Executor since her death, or any part thereof
tho' often by him thereto requested but unjustly neglects it to the Plt's damage
£70. The Dett. by John Worthington by his Att^y appears. The Dett. being three
times publicly called makes default of Appearance in Court.

Therefore it is Considered by the Court that the said George Smith do in his said
Capacity recover against the said Simon Stearns fifty seven pounds five Shillings
and six pence of lawful money Damages and Cost of Suit taxed at one pound four
teen Shillings and three pence. After all which the said Simon by Daniel Jones
Gent. his Att^y moves here and appeals from the Judgment of this Court to the su-
perior Court of Judicature to be holden at Springfield within and for the said
County of Hampshire on the fourth Tuesday of September next and he recognizes
with Sureties as the Law directs for the Appellant, prosecuting his appeal with
effect as by the said Recognizance on file it appears.

Moses Burt of Wilbraham in the County of Hampshire yeoman Plt. vs Joseph Burt
Burt of Springfield in the said County yeoman Dett. in a plea of Trespass for that
the said Joseph at said Wilbraham on the first of October 1663 and between the
first day of Oct: and the last day of February last with force and arms broke and
entered one Close of the Plt. in said Wilbraham being part of it the southern-
most Lot in the middle Division in the outward Common there and part of it
Overplus Land so called and the said Joseph being so entered he then & there
with force and arms as aforesaid cut down and carried away fourteen of the plt's
trees then and there growing in his said Close of the Value of ^{£12.00} Shillings said & many
other enormities then and there against him did contrary to Law and the things
cause to the damage of the said Moses £12.00 The said parties come here &
pray that they may have a further day before the Lord the King here until the
last Tuesday of August next ensuing & it is granted them.

Elisha Danks of Westfield in the County of Hampshire yeoman Plt. vs Elijah Rogers
of Springfield in the same County yeoman Dett. in a plea of the Case for that Elijah at
Springfield on the 15th of November 1662 by his note for Value rec^d promised one Moses
Dewey to pay him or order eight Shillings and six pence on demand with Interest till
paid

on the same 13th day of November at said Springfield
his indorsement on the back of the same note with his proper hand
and the Contents of the same note then wholly due to be paid to it
all which the said Elijah then instantly had notice and so became
the said Contents of the said note to the Plt. on demand and answering
in Consideration thereof promised the Plt. to pay him the same on
10 for that said Elijah at Springfield on the 15th of February
other note of that date for value received promised the Plt. to pay
or two pounds 7/5 on demand with Interest for the same till paid
and Elijah tho' often requested hath never paid either of the 2^d Sums or
either thereof but unjustly neglects it to the Damage of the Plt. &c. —

Plt. by John Worthington Esq. by his Att^r appears. The Def^t. being three times
publicly called makes default of appearance in Court. Therefore it is Considered
by the Court that the said Elijah do recover against the said Elijah Seven pound,
Seven shillings and eleven pence one farthing of lawful money Damages and
Cost of Suit taxed at one pound eight shillings Seven pence the may ^{have} his writ &c.

After all which the said Elijah by Cornelius Jones Esq. his att^r. comes here and
appeals from the Judgment of this Court to the Superior Court of Judicature to be
held at Springfield within and for the County of Hampshire on the fourth
Sunday of September next and he recognizes with Sureties as the Law directs for
the Appellant's prosecuting the appeal with effect as by the said Recognizance
on file appears —

Wm. Worthington Esq. Robert Brook Esq. Esq^r both of Springfield in the County of
Hampshire Plt^r vs James Nixons of Greenwich in the same County Gent. Def^t in
a plea of the Case wherein the Plt. demand five pounds which the Def^t on the 31st day
of August last by his note promised the Plt. to pay them or order on demand
with Interest till paid &c. The Plt. appears. The said James being three times
publicly called to come into the Court makes default of Appearance here.

Therefore it is Considered by the Court that the said John & Robert
do recover against the said James five pounds four shillings and a penny of
lawful money Damages & Cost of Court taxed at one pound ten shillings three pence.
Item is 2^d July 1764.

John Ingersoll of Westfield in the County of Hampshire Gent. Plt. vs Joseph
Leonard Esq. of Springfield in the County Gent. Def^t in a plea of the Case
that the said Joseph at Springfield afores^d on the 28th of March 1760 by his
note of that date for value rec^d promised the Plt. to pay him twenty one
pounds fifteen shillings and four pence on demand with Interest till paid yet
the said Joseph tho' often requested hath not paid the same but unjustly neglects
it to the Plt. damage £16. — The Plt. by John Worthington Esq. by his Att^r appears —
The Def^t being three times publicly called makes default of Appearance here.
Therefore it is Considered by the Court that the Plt. do recover against
the Def^t Joseph fourteen pounds one shilling & five pence one farthing of lawful money
Damages and Cost of Court taxed at one pound eight shillings & nine pence &c.

After all which the said Joseph by Cornelius Jones Esq. his Att^r. comes here and
appeals from the Judgment of this Court to the Superior Court of Judicature to be
held at Springfield for and within the County of Hampshire on the fourth
Sunday of September next and he recognizes with Sureties as the Law directs
for the Appellant's prosecuting his appeal with effect as by the said Recognizance
on file appears —

Solomon Colthodes of Amherst in the County of Hampshire yeoman
of the same County plt. vs Benjamin Colson of Springfield in q. s.
yeoman Dett. in a plea of the Case for that said Benjamin 25^s.
the ninth of May 1763 by his note for value received promised the
plt three pounds 15^s on demand with interest for the same till paid
the said Colthodes requested hath never paid the same but unjustly re-
fuses the damage of the said Colthodes five pounds. The plt by John Wth
his att. appears. The said Benjamin being three times publicly
in default of appearance in Court. Therefore it is considered by the Co.
that the said Solomon do recover against the said Benjamin three pounds
six shillings and six pence half penny of lawful money Damages and Cost
taxed at one pound eleven shillings and three pence & he may have his de-

credit all which the said Benjamin by Mr. Bliff Gent his att. con-
fesses and appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on the first
Monday of September next and he recognizes with sureties according to Law for the
appellant, prosecuting his appeal with effect as by the s^d Rec^d on file att. appears.

William Jones of Great Barrington in the County of Berkshire yeoman plt. vs
Joseph Ball Jun^r of Springfield in the County of Hampshire yeoman Dett. in a plea
of the Case wherein the plt. demands six pounds 8^s which the deft. on the 10th of Dec^r last by
his note for value rec^d promised to the plt. by the first of March then next but hath not
paid it. The plt. by John Worthington by his att. appears. The s^d Joseph being
three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said William do recover agst
the said Joseph six pounds ten shillings and six pence of lawful money Damages
and Cost of Court taxed at two pounds and nine pence. Given at 26th July 1764.

Thomas Glover of Wilbraham in the County of Hampshire yeoman plt. vs Joseph
Williston of Springfield in the same County yeoman Dett. in a plea of the Case
wherein the plt. demands two pounds 15^s which the deft. on the 7th of June last by his note
promised the plt. by the fifteenth of August last And also another sum of two pounds 15^s which
the deft. on the 15th of August last by his note promised the plt. on demand with
interest. The plt. by John Worthington by his att. appears. The s^d Joseph being
three times publicly called makes default of appearance here. Therefore it is con-
sidered by the Court that the said Thomas do recover against the said Joseph four
pounds seven shillings and eight pence one farthing of lawful money Damages &
Cost of Court taxed at one pound eight shillings & three pence. Given at 2^d July 1765.

Stephen Wood of Monson in the County of Hampshire yeoman plt. vs Hazeiah Cooley
of Springfield in the same County yeoman Dett. in a plea of the Case for that the deft.
of Springfield above on the 19th day of October last by his note for value received promised
the plt. to pay him eleven pounds by the first of March then next with interest for the
same till paid yet the said Cooley hath not paid the same or any part thereof
but unjustly neglects to do it to the plt. damage £13. The plt. by John Worthington
by his att. appears. The s^d Cooley being three times
in default of appearance in Court. Therefore it is considered by
the Court that the said Stephen do recover against the said Hazeiah eleven pounds seven shillings
and five pence of lawful money Damages and Cost of Court taxed
at one pound eleven shillings and three pence & he may have his de-
credit all which the said Cooley by Mr. Jones Gent his att. con-
fesses and appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on the fourth
Monday of September next.

her next and he recognizes with Luchas as the Law director for the
ending the appeal with effect as by if the recognizance on file appears.

Windsfield in the County of Hampshire yeoman Plt. vs Samuel Kellogg
ye said yeoman Deft. in a plea of the Case wherein the Plt. demands two
pounds the deft. on the 26th of August last by his note promised the Plt. to pay
on Demand with Interest. The Plt. by John Worthington his Att-
r. Samuel being three times publicly called makes default of appearance
therefore it is considered by the Court that the said Exra. do recover against
said Defendant four shillings and nine pence half penny lawful money
and Cost of Court taxed at one pound ten shillings and a penny.
Wm. 5th Dec. 1768

Washington Esq and George Symion Gent. both of Springfield in the County of
Ware M^{rs}. Amherst. Heirworth of a place vulgarly called Sheekshire alias Warrner

at the same County German Dft. in a plea of the (are wherein the Plt^r demand
thirteen pounds which the Dft. by his note on the 29th day of May 1762 promised one Nath^l
Nathan, to pay to him or his order within one year and Interest after that till paid &
on the same day, the contents of the 2^d Note being unpaid, he ordered the same to
be paid to the Plt^r but the Dft. has not done it - Also twenty pounds the value of which
the Dft. by his other note the same day promised the 2^d Nathaniel to pay to him or Order
in good neat Cattle at Cash price by the first day of April then next with Interest, and
afterwards the same being unpaid, the 2^d Nathaniel on the same day ordered the contents
of the last mentioned note to be paid to the Plt^r but the Dft. hath never paid of same
he said & he appears in his proper person. The said Rebecca tho' three times publicly
called doth not come but makes default of appearance here. Therefore it is Ordered
by the Court that the said Plainiffs recover against the 2^d Rebecca the Dft
Thirty two pounds seven shillings and nine pence lawful money Damages
& Costs of Court taxed at one pound five shillings & three pence. Given in 26th July 1766

17
Billed Bolder of Westfield in the County of Hampshire yeoman & Samuel
Taylor the second of Springfield in the same County yeoman & left in a plea of the
Bolder for that whereas the said Samuel Taylor at Springfield agreed on the 27th
day of July Anno Domini 1661 for Value received of Samuel Larnb then of Westfield
yeoman made his four several promissory notes in Writing under his hand all of
that date by the first of which he promised said Larnb to pay him twenty six
pounds 13^s within nine months with interest from the time of Payment till
paid, & by the second of said notes he promised said Larnb to pay him forty
pounds the first of April 1663 with interest therefor till paid And by the third of said
notes he promised said Larnb to pay him thirty eight pounds in April 1664 with
Interest for the same from the date thereof till paid And by the other of said notes he
promised said Larnb to pay him fifteen pounds six shillings and eight pence within
four years from said date with Interest till paid, And whereas afterwards at said
Springfield it was agreed between said Bolder and said Larnb that the said Bolder
should have the said notes against said Taylor and should have full power from said
Larnb to have and recover to his own use the Contents of each of the same notes as
the same became due and that the said Bolder should from time to time advance
to the said Samuel Larnb such sum of money and other things as he should
want for his necessary occasions and for the payment of his Debts till the sums
advanced should amount to the true Contents of the said notes: and the said Bolder
says that afterwards at said Springfield viz on the first day of April 1662 he
advanced large sums to the said Samuel Larnb and paid and satisfied sundry of
the said Samuel Larnb's debts according to the Agreement aforesaid to the amount of
Sixty

Sixty pounds And that he then and there rec^d of the s^d Samuel
your notes aforesaid to keep the same to demand and receive the (on
said Taylor as the same should respectively become due and pay.
then daily advancing his monies to the said Larnb for compleat to
amount of the Contents of the said notes according to his agreement
of all which the said Samuel Taylor then viz. at said Springfield
day of said April had notice and the said Samuel Taylor then and
with the said Biddad and promised him that in consideration he
said notes and pay the said Larnb the contents of them according to the
Agreement that he would pay him the contents of the said notes as he
Notes promised to pay said Larnb and that he would give to the said B.
promissory notes under his hand payable to him for the like sum as men
in the s^d notes according to the tenor of the several notes afores^d and in lieu thereof
whenever he should be thereto requested And the said Biddad says that considering
therein and depending on the promise of said Taylor he continued to advance monies
to the s^d Samuel Larnb and at said Springfield completed to the s^d Larnb a
payment of the whole Contents of said notes and has ever since kept the s^d notes then
ready to deliver the same to the said Taylor on his giving other notes of the like tenor
payable to him or on his paying him the Content thereof of all which he the said
Biddad also at said Springfield afterwards to wit on the last day of May then next
gave the said Taylor notice and then and there requested him to make new notes to
the said Biddad payable to him of the like tenor with the notes aforesaid made to
the said Larnb yet the said Taylor never made any notes to the said Biddad in lieu
of the notes made as aforesaid nor hath the said Taylor ever paid the said Biddad any
part of the Contents afores^d excepting four pounds paid him in June 1762 by a four
and five pence eight shillings and ten pence paid him in September 1762 by a
note of ten shillings by John Taylor of s^d Springfield but that the said Taylor after-
wards to wit on the 29th day of August last at said Springfield knowing the s^d Larnb
to have rec^d the full Contents of s^d notes of the said Biddad and to have paid the same to
him under the Agreement aforesaid and knowing the said Larnb to be unable to
answer to the s^d Biddad the damages that might accrue to s^d Biddad by the s^d Larnb break-
ing his promise afores^d and discharging the same Notes or to pay the s^d Biddad the Contents
of the said notes or any part thereof wickedly conspiring with the said Larnb and
contriving and intending to deceive and defraud the s^d Biddad of the Contents of s^d notes
corruptly instigated and procured the said Samuel Larnb to execute to him the
said Taylor an Instrument of release and discharge of the several promises containd
and expressd in the several notes afores^d made by said Taylor to him in the s^d Taylor
never having paid to the said Samuel Larnb one penny of the Contents of either of the
said notes and hath ever since utterly refused and still refuses to pay the s^d Biddad the
Contents of either of the said notes which are become due or to give him any new notes
in lieu of either of the notes afores^d and by his corrupt procurement of the Discharge
aforesaid hath defeated the said Biddad of the whole Benefit of the same notes
made by him to the s^d Larnb as afores^d to the damage of the s^d Biddad \$150.
The before-named Parties by their respective Attornies were here and pray that may have
a further day before the Lord the King here until the Last Tuesday of August next
ensuing and it is granted them

George Pyntson of Springfield in the County of Hampshire Gent. Plt. vs Biddad Pyntson
Towler of Westfield in the s^d County yeoman. etc. in a plea of the Case for that
that the said Biddad at said Springfield on the 14th of August 1762 by his At-
torney for

promised the plt. to pay him fifty five pounds six shillings and
six pence on demand with lawful Interest for the same till paid
if he requested hath never fulfilled his promise but unjustly
damages of the said George 270. The plt. by John Worthington Esq.
The s^d Bildad being three times publicly called makes default
in Court. Therefore it is considered by the Court that the said
George recover against the said Bildad forty four pounds seven shillings
and six pence damages and cost of Court taxed at one pound six shillings &
six pence. The s^d Bildad after the Judgment advised was removed came
before the Court his attorney and appeared from the s^d Judgment
before Court of Judicature to be holden at Springfield within and
about County & the s^d Cornelius recognized with sureties a writing to the
said plaintiff's procuring of appeal with effect as by the s^d recognizing comes
on as it appears.

Parks } Eliza Parks of Westfield in the County of Hampshire Gent. plt. vs John
Bolton } Bolton of a New Plantation commonly called & known by the name of
Westfield River branches in s^d County yeoman deft in a plea of the Case wherein
the plt. demands four pounds 12^s which the deft. by his note dated the 26th
day of August 1762 promised the plt. on demand with Interest but has not
paid the same. The plt. by John Worthington Esq. by his Att^r comes here. But the s^d
John Bolton being three times publicly called makes default of appearance
here. Therefore it is considered by the Court that the said Eliza do-
recover against the s^d Bolton five pounds one shilling and four pence three
farthings of lawful money damages and cost of Court taxed at one pound
twelve shillings & five pence & she may have her Execution 2^d Oct^r 1764.

Hamilton } Thomas Hamilton of Granville in the County of Hampshire yeoman plt. vs Oliver
Spelman } Spelman of the same Granville yeoman deft in a plea of the Case wherein the plt.
demands six pounds 7^s which the deft. on the 10th day of April 1763 by his note
promised on Luke Hilditch to pay him on or after on demand with legal interest
towards the same day ordered the Court that the same to be paid the plt. but the deft.
hath not done it & the plt. by John Worthington Esq. by his Att^r appears.

The s^d Oliver being three times publicly called makes default of appear-
ance in Court. Therefore it is considered by the Court that the s^d Thomas
do recover against the said Oliver five pounds six shillings & five pence of
lawful money damages and cost of Court taxed at one pound sixteen
shillings and a penny & he may have his Execution 19th Oct^r 1764.

Nelson } John Nelson of Westfield in the County of Hampshire yeoman plt. vs Martin
Smith } Smith of Springfield in the same County. It is a plea of the Case wherein the
plt. demands three pounds 14^s 6^d which the deft. by his note dated the twentieth of April 1763 by
his note promised the plt. to pay him on or after on demand with Interest &c. The
plt. by John Worthington Esq. by his Attorney appears. The s^d Martin being three
times publicly called makes default of appearance in Court. Therefore it is
considered by the Court that the said John do recover against the s^d Martin
three pound nineteen shillings and two pence of lawful money damages
and one pound eight shillings and seven pence of like money allowed
him with his consent for costs of this Suit and he may have his Execution
thereof 12th March 1765.

Whereas there are divers Disputes & Controversies and Demands between Isaac Selden of Hadley in the County of Hampshire yeoman South Hadley in the same County yeoman they having Claims & Demands mutually both in their own Right & in autre Droit that is to wit both Demands against the said S^r Selden in his own right & the said S^r Selden against the said Isaac in his own right, and the said Isaac in his own hands against the said S^r Selden as he is administrator on the Taylor deceased, and the said S^r Selden as he is adm^r as aforesaid against the said Isaac, And also the said Isaac as he is administrator of his mother Sarah Selden dec^d has Demands against the said S^r Selden and the said S^r Selden has Demands against the said Isaac as he is adm^r as last above mentioned And the said Isaac and S^r Selden have Demands against each other as they were joint adm^r on the Estate of S^r Selden deceased And the said Parties viz the said Isaac by his Counselmen Nathaniel and David Smith both of Hadley afores^d and the said S^r Selden himself having agreed to submit all the aforesaid Disputes Controversies and Demands to the final Judgement Determination Arbitrament and to of Timothy Dwight Jur^t of Northampton by Deazar Porter of Hadley & Phineas Smith of South Hadley afores^d yeoman They now come into the Court of our Sovereign Lord the King now here and bring their s^d Submission & Agree then acknowledge the same Submission & Agreement and here mutually promise each other that they will abide the award of the said Arbitrators or any two of them to be made upon the promises and returned into this Court so soon as may be And pray that this their Submission may be made a Rule of this Honorable Court Thereupon the Premises being seen it seemed to good to this Court to receive the foregoing Submission and Agreement of the before named parties touching the promises & that it should be recorded with the records of this Court & it is hereby made a rule of this Court And the Determination and Award of the said Arbitrators or of any two of them, made upon the promises and returned into this Court will be final & the said Parties have a further day until the next Term &

Joseph Pease of Suffield Plt. vs Jonathan Worthington of Springfield & others Def^t. The Plt. comes here and prays that the Case may be further continued to the next Term of the Court under the rule heretofore entered into & it is continued according to the said rule. Pease
Worthington

Solomon Stoddard of Northampton who sues as well for the King as for himself Plt. vs William Sacket of Westfield Def^t. & the said Parties were before the Court of the Lord the King now here and humbly pray that they may have a further day before the Lord the King here until the last Tuesday of August next ensuing & it is granted them. Stoddard
Sacket

Isaac Wyer and Benjamin Leonard Jun^r yeomen Plt. vs John Townley of Hartford Merchant Def^t. in a plea of the Case. The said Parties were before the Court of the Lord the King now here and humbly pray that they may have a further day before the Lord the King until the last Tuesday of August next ensuing and it is granted them — Townley

The foregoing Judgments and orders being made & recorded the said Inferiour Court of Common Pleas was then adjourned without Day — Attest W^m Williams Clerk —

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At a Court of General Sessions of the Peace holden at Springfield for and within the County of Hampshire on the first Tuesday of May (being the first day of the said month & day in term to the 5th day of the same May) Anno Domini 1764.

May Term Court of Sessions

Present —

Israel William Esq
John Worthington Esq
Josiah Dwight Esq
Joseph Hawley Esq
Timothy Dwight Esq
Thomas William Esq
Josiah Chauncy Esq
Eliaser Porter Esq
Ulad Taylor Esq
Daniel Burt Esq

Jury for Trials —
George Chapin foreman
Abner Colton
Samuel Burt
Benj^d Edwards
David Scott
Oliver Graves
Josiah Dickinson
Aaron Warner
James Walther
Asariah Mosely
Joseph Ashley
Benj^d Taylor

Grand Juron
John Bernard foreman
Abner Colton
Samuel Salmer
Jonathan Strongy Junr.
Ephraim Clap
Nathan Norton
Elisha Hubbard
Heberiah Gaylord
David McLaughy
Nathaniel Miller
Stephen Fowler
James Sherman
Moses Mitchell & about
Jonathan Russell
Ebeneser Hawkey
This Jury attended 3 days
- & Mr. Miller was their
Attendant —

Deaf! Israel Cowles &
— Benj^d Edwards was off
in the Cape of
St. Alex^r in Elijah King
G^d — in John Hunt Junr.
G^d — in Joseph Burt

The Grand Juron for the said Lord the King for the body of the County of Hampshire do down their oaths present that Lebulon Fuller yeoman David Scott yeoman Ebeneser Webber yeoman and William Miller yeoman all of a place called the branches of West field River in said County of Hampshire at the dwelling house of one Joseph Morse in that place on the twenty fourth day of April last past in the second year of the reign of the King that now is with force and arm that is to say with Clubs Staves Swords & other Weapons did riotously and unlawfully meet and assemble themselves together to disturb the peace of the said Lord the King and being so assembled and met together did then and there with force and arm uncover pull down and destroy part of the said dwelling house of the said Joseph Morse he the said Joseph Morse with divers other persons of his family being then in said house in the peace of the said Lord the King threatening great Damage to the said Joseph to the great Terror and Damage of the said Joseph & of the other persons in said house contrary to Law and against the said Lord the King his Crown and Dignity. The foregoing prefement was found at the Term of this Court of the last Tuesday of August Anno Domini 1762 and Signed John Hawks foreman —

And now comes before the Court of the said Lord the King now here the s^d Ebeneser Webber in the Custody of Moses Jewey Gent and a Deputy Sheriff and being put to plead answer to the premises the said Webber says he is guilty thereof. Therefore it is considered by the Court that the s^d Webber be taken to satisfy our Lord the King of his fine by reason of the trespass Contempt and Riot aforesaid. And being present in Court in his proper person the s^d Webber prays that he be a fine with our Sovereign Lord the King by the reason ^{of the} he may be admitted & thereof put himself upon the King's mercy. And the fine of the s^d Webber by the Justice of our s^d Lord the King now here present is set at five shillings of lawful money for the use of our said Lord the King. And it is further considered that he pay Costs of Prosecution taxed at twenty two shillings and that he find sureties or a surety in the sum of £10. to be of the good Behaviour towards all his Majesty's liege Subjects especially the s^d Joseph Morse for the space of three months standing committed to.

205
 Webb^r } The said Ebenezer Webb and Jonathan Hart Webb recognize to our sovereign Lord the
 King in the Sum of ten pounds viz the s^d Ebenezer principal in the Sum of ten pounds
 and the said Jonathan as surety in the sum of ten pounds to be levied of their goods
 or Chattle Lands or Tenements in want thereof upon their bodies to the use of the s^d Lord
 the King his heirs or Successors in Case the said Ebenezer make default of performing
 the Condition hereafter expressed, to wit the Condition of this Recognizance is such that
 if the said Ebenezer shall and do well and truly keep the peace and be of the good
 behaviour towards all his Majesty's Liege Subjects especially towards the before-
 named Joseph Webb for the Space of three months from this term then this Recognizance
 to be void otherwise not

206
 Scott } The Grand Jurors for the said Lord the King for the County of Hampshire
 do on their Oath present Aaron Scott of Deerfield in the said County yeoman for
 that said Aaron on the last Sabbath Day in the month of January last past and on
 all the Sabbath or Lord's days in the said month of January and on all the Sabbath
 or Lord's days in the month of December then next preceding and all the Sabbath
 or Lord's days in the month of November then next preceding did willingly Volunta-
 rily and was clearly wholly absent himself from the public worship of God he
 being during all that time able of body and not otherwise necessarily prevented from
 attending the same Worship and altho the same Worship was upheld & attended
 upon by others there during that term on all the Sabbath or Lord's days in the s^d
 Term which Neglect of the said Aaron is contrary to the Statute of this Province
 in that Case made and provided the peace of the said Lord the King his Crown and
 Dignity. The foregoing presentment was found at the last Term of this Court and
 returned before the said Court. Whereupon it was Commanded to the Sheriff that he
 should without Delay take him to come to answer. John Worthington by who
 for our Lord the King in this behalf prosecutes comes here. And the said Aaron
 Scott now comes before the Court of the Lord the King now here in his proper person
 and having had the hearing of the Indictment aforesaid he pleads that he will
 not contend with the Lord the King. Therefore it is Considered by the Court that the
 said Aaron Scott be taken to satisfy our Lord the King and the said ^{his fine} by reason of
 the Disobedience and Contempt aforesaid. which fine by the said Court is set at
 twenty Shillings of lawful money to be to the use and behoof of the poor of the
 County of Deerfield aforesaid and that he pay Costs of prosecution taxed at
 twenty nine shillings and ten pence standing Committed to be paid in Court.

207
 The beforenamed Aaron Scott and Aaron Denio of Greenfield in the County of Hamp-
 shire yeoman being here in Court in their proper persons acknowledge themselves to
 our sovereign Lord the King the respective Sums following to wit the said
 Aaron Scott the Sum of five pounds and the said Denio as surety the Sum of
 five pounds to be levied of their goods or Chattle their Lands or Tenements And in
 want thereof upon their bodies respectively to the use of the s^d Lord the King his
 heirs or Successors in Case Default be made in performing the following Condition
 to wit the Condition of this Recognizance is such that if Elizabeth the wife of
 said Aaron Scott shall make her personal appearance at the next Court of
 General Sessions of the peace to be holden at Springfield aforesaid for the s^d
 County on the last Tuesday of August next to answer to our sovereign Lord the
 King concerning certain Disobedience and Offences prelodged against her
 the said Elizabeth and shall down receive what by the said Court shall be then
 there enjoined her & not depart with ^{out} leave then the said Recognizance will be
 void otherwise not

208
 King } Elijah King of Charlestown in the Province of New Hampshire Gent. Who hitherto
 to wit at the last Term of this Court by the oath of twelve Jurors was presented for
 this namely that he at Northampton in the County of Hampshire in the Evening
 of the 1st of January

following the sixteenth day of January last did voluntarily & with force & Arms make a riot and disturbance in the Town Street of the the said Town and in several of the Houses thereof to the Disquiet and Disturb of sundry of the Inhabitants of the said Town contrary to the Statute to now comes before the Court of the Lord the King and having had the hearing of the Presentment above, he by his Council moves to quash the same - Thereupon this Court having inspected the said Presentment it appears to the said Court that the Presentment is bad & it is therefore considered that it be and hereby it is quashed & the s^d Elijah may go & so

Hencefore, to wit at the Term of this Court of the Second Tuesday of February in the fourth year of the reign of the King, by the Oath of twelve Jurors it is presented that ^{Idem} ⁱⁿ ^{Quodam} Elijah King of Charlston in the Province of New Hampshire Gent on the evening next following the sixteenth day of January last at Northampton in the County of Hampshire did with force and Arms wilfully break the Glass (of the Value of five Shillings) of the Window of the Public School House in the said Town and belonging to the Inhabitants of the said Town contrary to the Law of this Province in that Case made and provided the Peace of the said Lord the King his Crowned Dignity. Whereupon it was recommended to the Sheriff that the s^d Elijah he sh^d take & cause him to come to answer. And now comes before the Court of the Lord the King here the s^d Elijah in his proper person & having had the hearing of the Indictment afores^d he says that thereof he is not Guilty, and of this he puts himself upon the Country & John Worthington Esq. who for our Lord the King in this behalf pro secutes in like manner &c. And the Jurors for this returned and impannelled likewise did sworn, Who to say the Truth concerning the Premises being tried and sworn, say upon their oath that the afores^d Elijah King is not guilty of the Treasp^r & breaking afores^d in the Indictment afores^d above specified in manner and form as against him is above supposed. Therefore it is considered that the s^d Elijah may go without Day & so

Hencefore, to wit at the last Term of this Court, by the oath of twelve Jurors it is presented that Joseph Burt of Northfield in the County of Hampshire yeoman at Northampton in the said County in the evening next following the sixteenth day of January last did wilfully with force ^{Arms} make a riot and disturbance in the Town Street of the said Town of Northampton and in several of the Houses of and in the said Town to the disquiet and Disturb of sundry of the Inhabitants of the same Town contrary to the Law of this Province &c. Whereupon it was recommended to now comes before the Court of the Lord the King now here the s^d Joseph Burt & having had the hearing of the Indictment afores^d by his Council moves to quash the same. Thereupon the said Indictment being seen, it appears to the Court that the same Indictment is bad & therefore it is considered that it shall be and hereby it is quashed & it is also considered that the said Joseph be no further held to answer thereto.

Hencefore, to wit at the Term of this Court of the Second Tuesday of February in the fourth year of the Reign of the Lord the King that now is, by the oath of twelve Jurors it is presented That Joseph Burt of Northfield in the County of Hampshire yeoman at Northampton in the said County in the evening next following the sixteenth Day of January last did with force and arms wilfully break the Glass (of the Value of five Shillings) of the Window of the Public school house in said Northampton & belonging to the Inhabitants of the said Town of Northampton which breaking of the said Glass is contrary to the Law of this Province in that Case made and provided the Peace of the s^d Lord the King his Crowned Dignity - ^{Idem} ⁱⁿ ^{Quodam} Whereupon

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Whereupon it was Comanded to the Sheriff that that the said Joseph Burt he should take and cause him to come to answer. And now the said Joseph comes into Court now here in his proper person and having had the hearing of the Indictment aforesaid he says that thereof he is not guilty and of this he puts himself upon the Country. & John Worthington Esq. who for our sovereign Lord the King in this behalf prosecutes in like manner &c. And the Jurors for this returned according to Law ^{impanelled} and demanded likewise did come, who being tried and sworn to say the truth concerning the premises say upon their Oath that the said Joseph Burt of the trespass Contempt and breaking aforesaid in the Indictment aforesaid above specified in manner and form as against him is above supposed is not guilty. Therefore it is Considered by the Court that the said Joseph may go without Day.

John Hunt of Northampton in the County of Hampshire Jun. and yeoman
Hunt, wherefore to wit at the last Term of this Court was presented for this, namely, that he on the evening next following the 16th of January did wilfully and with force and arms make a rout and disturbance in the High Street of the Town of Northampton in the ditto quiet and peace of the Inhabitants of the same Town contrary to the Statute in that behalf before the Court in his proper person and having had the hearing of the said Indictment he pleads that he is not guilty thereof. Afterwards he comes & humbly prays the leave of this honorable Court that he may retract his plea aforesaid. It being granted him, he further pleads to quash the Indictment aforesaid. This Court taking notice the premises it appears to the said Court that the same Indictment is bad. Therefore it is Considered that the said Indictment be quashed & hereby it is quashed. & the said John may go.

Wherefore to wit at the Term of the said Court of General Session of the Peace of the Second Tuesday of February in the fourth year of the reign of the said Lord the King that now is by the oath of twelve Jurors it is presented, that John Hunt Jun. of Northampton in the County of Hampshire yeoman, a miner and Son of John Hunt of the said Northampton gent. at Northampton aforesaid in the evening following the sixteenth day of January last did with force and arms, wittingly & wilfully break the Glass of the value of six shillings of the Windows of the Public School House in the said Northampton and the Property of the Inhabitants of the same Town which breaking is contrary to the Law of this Province in such Case provided the Peace of the said Lord the King his Crown and Dignity. Whereupon it was Comanded to the Sheriff &c. And the before named John Hunt Jun. now comes here in his proper person and having had the hearing of the Indictment aforesaid he says, thereof he is not guilty, and of this he puts himself upon the Country; And John Worthington Esq. who for our Lord the King in this behalf prosecutes in like manner &c. And the Jurors returned according to Law, impanelled & demanded likewise did come, who to say the truth concerning the premises being tried and sworn, say upon their Oath that the said John Hunt Jun. of the trespass Contempt & breaking aforesaid in the Indictment aforesaid above specified in manner and form as against him is above supposed is not guilty. Therefore It is Considered by the Court that the said John Hunt Jun. may go without Day.

John Worthington Esq. of Springfield in the County of Hampshire &c. for our sovereign Lord the King in this behalf prosecutes in Court inferior and gives his Honor the Court in understanding and he informs that William King of Charlton in the Province of New Hampshire gent. at Northampton in the said County of Hampshire in the evening following the 16th day of January last with force and arms did privately

privately and secretly in the night time take and carry away a Stead of the Value of Six
shillings the property of Thomas Strong of the said Northampton yeoman. Also that ^{Worthington}
the said Elijah at Northampton aforesaid on the evening aforesaid did with force and Arms ⁱⁿ
and secretly and privately and privately in the night time break and enter one Close of ^{Elijah}
Benjamin Edwards of the said Northampton yeoman called his barn yard and then there
pulled down and laid prostrate the bars of the same yard thereby opening the same and
then and there left the same thus prostrate and open. Also that the said Elijah then in
the evening aforesaid and secretly and privately in the night time with force and Arms
did break and enter one Close of seven Cows of said Northampton yeoman called his
barn yard and the bars of the same yard did then and there prostrate and throw down
and the same yard did thereby open and expose and the same yard then and there the
said Elijah left thus open and exposed. Also that the said Elijah at said Northampton
in the evening aforesaid with force and Arms and privately & secretly in the night time
did take and carry away one small Hay called a sowing of the Value of five Shillings
the Goods and Chattels of Ebenezer Hunt of the said Northampton Gent. And also that
said Elijah at Northampton in the evening aforesaid with force and Arms & secretly and
privately in the night time did break and enter one Close of Belah Strong of said
Northampton Yeoman called his barn yard and the barn of the said Belah thereto
adjoining then and there the said Elijah with force and Secrecy as aforesaid did break
and the Door of the Stable and manger of the same barn then and there in manner as
aforesaid did open and the same door so opened as aforesaid the said Elijah then and
there left open and the Corn and Hay of the said Belah in the same barn being exposed
to be eat up and trodden under foot by his cattle and destroyed And that the said Elijah
at said Northampton in the evening aforesaid with force and Arms & privately & secretly
as aforesaid in the night time did pull up two planks of the Great Bridge belonging to
the Inhabitants of said Northampton and erected & set up on the little River in said
Town and on the highway crossing the River near the Dwelling house of Bath Sheba Hull
of the said Northampton and the same planks the said Elijah then and there laid across the
Rails and Sides of the said Bridge and thereby greatly obstructed and rendered dangerous the
Passage on the said Way and over the same bridge all which doings of the said Elijah are
contrary to Law and against the Peace of the said Lord the King his Crown Dignity.
The aforesaid Elijah King being here present in Court in his proper person and having
had the hearing of the Information aforesaid he says that he will not contend with
our Lord the King. Thereupon the Evidence touching the facts above specified in the
Information aforesaid being produced & maturely weighed by the Court It is Considered
by the Court that the said Elijah be taken to satisfy our Lord the King of his fine by
Exaction of the Sufferer Contempts & offences aforesaid Which fine by the said Court is set
at ten Shillings of lawful money for the use and behoof of the said Lord the King & that he
pay Costs of Prosecution & find Sureties for the good behaviour towards all his Maj-
esties Subjects until the next term of this Court in the sum of £5. standing Committed
afterwards this Court taking into their further Consideration that part of the foregoing
sentence touching the said Elijah's finding Sureties for the good behaviour In order that
that the said Elijah be no further held to procure Sureties for the purpose aforesaid do

John Worthington of Springfield in the County of Hampshire by Attorney for the said ^{Idem}
The King in this behalf here present in Court inform and gives this honorable Court to ^{Burt}
understand and be informed that Joseph Burt of Northfield in the said County
yeoman at Northampton in the said County on the evening following the sixteenth
day of January last with force and Arms did, privately and secretly in the night
time take and carry away a Stead of the Value of Six Shillings the property of
Thomas

Thomas Strong of Northampton yeoman also that the s^d Joseph at Northampton
 doer in the night time of the same Day with force and arms secretly and privately break
 and enter one Close of Benjamin Edwards of said Northampton yeoman called his barn
 yard and then and there pulled down and laid prostrate the bars of the same yard thereby
 opening the same and then and there left the same thus prostrate and open And also
 that the said Joseph at s^d Northampton in the night time of the same Day with force
 and arms secretly and privately did break and enter one Close of Sirken Clapst
 the said Northampton yeoman called his barn yard and the bars of the same yard
 did prostrate and throw down and the same yard did thereby open and expose and
 the same yard the said Joseph then and there left thus open and exposed And also that
 the said Joseph at Northampton afores^d in the night time of the Day afores^d did
 with force and arms secretly and privately take and carry away one small Key
 called a ring of the Value of five shillings the Goods and Chattels of one Beneger Hunt
 of Northampton afores^d Gent^l And also that the said Joseph at Northampton
 afores^d in the night time of the day above said with force and arms and secretly and
 privately did break and enter one Close of Belah Strong of s^d Northampton yeoman
 called his barn yard and the barn of the said Belah thereto adjoining then and there
 the said Joseph with force and secrecy as afores^d did break and the Doors of the
 Stable and Manger of the same barn did open and the same doors so opened as
 afores^d the said Joseph then and there left open and the Corn and Hay of the said
 Belah in the same barn being exposed to be eaten up and trodden under feet of his
 Cattle and Destroyed. And that the said Joseph at Northampton afores^d in the night
 time of the Day afores^d with force and arms and secretly and privately did
 pull up two planks of the Great Bridge belonging to the Inhabitants of the said
 Northampton and erected and set up on the little River in said Town on the high
 Way crossing said River near the Dwelling house of Bathsheba Hull of said
 Northampton and the same planks the said Joseph then and there laid upon &
 across the Rails and Sides of said Bridge and thereby greatly obstructed & rendered
 dangerous the Passage over the same Bridge All which Doings of the s^d Joseph
 are Contrary to Law and against the Peace of the said Lord the King his Crown
 and Dignity. The said Joseph being here present in Court and having had the
 hearing of the Information afores^d he says that he will not contend with the
 said Lord the King about the Premises. Whereupon the Evidence in this Case being
 produced in Court and maturely weighed It is considered by the Court that
 the said Joseph be taken to satisfy our Lord the King of his fine by occasion of
 the Incapable Contempts and offences afores^d in the Information afores^d above
 specified Which fine by the said Court is set at ten shillings of lawful
 money for the use of the said Lord the King or And that he pay Costs of Prosecu-
 tion Standing Committed to

John Worthington of Springfield in the County of Hampshire Esq^r Attorney
 for our Sovereign Lord the King in this behalf here present in Court informs and
 shews this Honourable Court under stand and be informed that John Hunt Jun^r of
 Northampton in the said County yeoman and son of John Hunt of s^d Northamp-
 ton afores^d on the Evening following the sixteenth day of
 January last with force and arms and secretly and privately in the night time
 did take and carry away a sled of the Value of five shillings the Property of Thomas
 Strong of the said Northampton yeoman And also that the said John Hunt Jun^r
 at Northampton afores^d on the Evening afores^d with force and secrecy as afores^d in
 the night time break and enter one Close of Benjamin Edwards of s^d Northampton
 called his barn yard and then and there pulled down and laid prostrate the bars of s^d
 same yard thereby opening the same and then and there left the same thus prostrate
 & open

and open And also for that the same John at said Northampton in the evening
aforesaid with force and secrecy as aforesaid did in the night time break and enter one
Close of Simon Clap of said Northampton yeoman called his barn yard and the bars
of the same yard did then and there prostrate and throw down and the same yard did
thereby open and escape and the same yard thus open and exposed the same John
there left. And also that the same John at said Northampton in the evening aforesaid
with force and arms and secretly and privately in the night time did take away
a small Hay called a pung of the Value of five Shillings the Goods and
Chattels of Benjamin Hunt of said Northampton Gentleman And one other Hay called
a pung of the Goods and Chattels of Josiah Clark of said Northampton Gentleman
Also that the same John at said Northampton in the night time of the same day
with force and Secrecy as aforesaid did break and enter one Close of Belah Strong
of said Northampton Yeoman called his barn yard and the bars of the same Belah
thereto adjoining with force and Secrecy as aforesaid did break and the doors of a Stable
and manger of the same barn did open and the same doors so opened as aforesaid
the same John then and there left open and the Corn and hay of the said Belah in the
same barn being exposed to be cut up and broken under feet of his Cattle and destroyed
And that the same John in the night time of the same day at Northampton aforesaid
with force and Secrecy as aforesaid did pull up two planks of the Great Bridge belong-
ing to the Inhabitants of said Northampton and erected and set upon the Little
River in said Town and on the high Way crossing said River near the dwelling house
of Bathsheba Hull of Northampton aforesaid and the same planks the same John
then and there laid upon and across the rails and Sides of said Bridge & thereby great-
ly obstructed and rendered Dangerous the Passage on said Way and over the same
bridge all which Doings of the said John are contrary to Law and against the
peace of the said Lord the King his Crown and Dignity. The said John Hunt Hunt
now here present in his proper person having had the hearing of the Information
aforesaid he will not be say, contend with the Lord the King but submits to -
Whereupon the Promises being seen & the Evidence touching the facts alleged being
produced & maturely weighed It is considered by the Court that the said John be
taken to satisfy our Lord the King of his fine by reason of the Trespasses Contempts
and Offences aforesaid in the Information aforesaid above specified which fine by the
said Court is set at ten Shillings of lawful money for the use of the said Lord the King &
and that he pay Costs of Prosecution standing Committed to

John Worthington Esq. Attorney to the said Lord the King in this behalf here in Court
gives this hon^{ble} Court to understand and be informed That William Mather of Northamp-
ton in the County of Northampton yeoman at said Northampton in the evening following
the sixteenth day of January last did with force and arms and privately & secretly in
the night time take and carry away a Sled of the Value of Six Shillings of the goods and
Chattels of Thamar Strong of Northampton aforesaid yeoman, Also that the said William
at said Northampton in the night time of the same day with force and Secrecy as aforesaid
did break and enter one Close of Benjamin Edwards of the said Northampton yeoman
called his barn yard and then and there pulled down and prostrated the bars of a same
yard thereby opening the same and then and there left the same open and prostrate.
And also that the said William at said Northampton in the night time of the same
day with force and Secrecy as aforesaid did break and enter one Close of Simon Clap of
the same Town yeoman called his barn yard and the bars of the same yard did then and there
throw down and the same yard thus left open. Also that the said William there on the evening
aforesaid with force and Secrecy as aforesaid in the night time did take and carry away one Sled called a

a puny of the Value of three Shillings of the Goods and Chattels of Ebenezer Hunt of the same
 Town &c. at And one other Stay called a puny of the Value of three Shillings of the
 Goods and Chattels of Bonith Black of the said Northampton yeoman Also that
 the said William there at said Northampton in the night time of the day with force
 and arms and secretly and privately did break and enter one Close of Belah Strong
 of the same Town yeoman called his barn yard and the barn of the said Belah thence
 adjoining then and there with like force and secrecy did break and the Doors of the
 Stable and Manger part of the same barn did open and the same Doors so opened as
 aforesaid the said William then and there left open and the Corn and hay of the s^d
 Belah in the same barn being exposed to be eaten up & broken under feet by his Cattle
 and destroyed And also that the said William at the s^d Northampton in y^e
 night time of the day afores^d with force and Secrecy as afores^d did pull up two
 planks of the Great Bridge belonging to the Inhabitants of the s^d Town & erected &
 set up on and over the little River in said town and on the high Way passing s^d
 River near the Dwelling house of Bathsheba Hull there in the said Northampton
 and the same planks the said William then and there laid upon and across y^e
 Rails and Sides of the said Bridge and thereby greatly obstructed the Passage
 on said Way and over the same Bridge and rendered the same Dangerous all which
 Doings of the said William are contrary to Law the Peace of the s^d Lord the King
 his Crown and Dignity. The said William Mather now here present in his
 proper person having had the hearing of the Information afores^d says he will
 not contend with the Lord the King thereupon but submits & Thereupon the
 premises being seen & the Evidence touching the facts afores^d produced and by the Court
 of the Lord the King here fully weighed - It is Considered by the Court that the said
 William be taken to satisfy the Lord the King of his fine by Occasion of the Indiscreet
 Contempts and Offences aforesaid in the Information aforesaid above specified
 Which fine is by the said Court set at ten Shillings lawful money to the use of the s^d
 Lord the King & that he pay Costs of Prosecution standing Committed to

Rex
 v
 Harrington
 Anetofore to Wit At the Term of this Court of the Second Tuesday of February in the fourth
 year of the Reign of the Lord the King that now is by the oath of twelve Jurors it was then
 presented viz that Rufus Harrington of Greenfield in the County of Hampshire yeoman
 at said Greenfield on the Sabbath or Lord's day then last past and on all the Sabbaths or
 Lord's days in and for the space of twelve months next last past unnecessarily & without
 any reasonable excuse did absent himself from the public Worship of God there be the
 said Rufus being for the whole of said Term able of body and not otherwise necessarily pre-
 vented from attending the same although the public worship of God was there upheld and
 maintained throughout the whole of said Term contrary to the form of the Statute in
 such Case made and provided to the wil Example of others and against the peace of the
 said Lord the King his Crown and Dignity. Whereupon it was Comanded to the
 sheriff that the same Rufus he should take and cause to come to answer & And now
 the said Rufus being here present in Court in his proper person and having had the
 hearing of the Indictment aforesaid he says that thereto he is guilty - Therefore it is
 Considered by the Court that the same Rufus be taken to satisfy our Lord the King & the
 Law of his fine by Occasion of the Contempt and Neglect afores^d in the Indictment afores^d
 above specified Which fine is by the Court of the said Lord the King now then set at ten
 shillings for the use and behoof of the poor of the District of Greenfield afores^d And
 that he pay Costs of prosecution taxed at thirty one Shillings & eight pence standing
 Committed to fine and Cost paid in Court

Idem
 v
 Fair
 Anetofore to Wit At the Term of this Court of the first Tuesday of May in the third
 year of the Reign of the Lord the now King by the Oath of twelve Jurors it was then
 presented

presented namely That Sarah Blair of Westfield in the County of Hampshire Spin- Idem
ter wife of Robert Blair of Westfield yeoman late Sarah Trott at said Westfield on
the tenth Day of March 1762 committed the Crime of Fornication by then & there
having carnal Knowledge of the body of some male person to the said Jurors unknown
and had then and there a Child begotten on her body by fornication she being then
a feme sole and unmarried contrary to a Law of this Province in such Cases made
and provided and against the Peace of the said Lord the King his Crown and Dignity.
Whereupon it was Comanded to the Sheriff the same Sarah to take & her wife to
come to answer. And afterwards to wit now at this Term comes here the said Sarah in
her proper person & having had the hearing of the Indictment aforesaid she says that she
is thereof Guilty. Therefore it is Considered by the Court that the said Sarah be taken to
satisfy our Lord the King of her fine by occasion of the Trespas & offence aforesaid
in the Indictment aforesaid above specified Which fine by the same Court is set at ten
shillings of lawful money for the use and behoof of the said Lord & and that she pay the
Costs of Prosecution taxed at thirty six shillings standing Committed to be paid

Mary Dumbleton of Springfield in the said County of Hampshire single woman Idem
now comes before the Court of our Sovereign Lord the King now here in her proper person
and complains and says that she the said Mary at Springfield aforesaid in the
month of January 1763 committed the Crime of Fornication by then and there having
carnal Knowledge of the body of a male person & thereby had a Child begotten on her
body of Fornication she then being feme sole contrary to the Statute & therefore fine
made herself upon the Mercy of the King. It is therefore Considered by the Court
that the said Mary be taken to satisfy our Lord the King of her fine by occasion of
the Contempt and Crime aforesaid Which fine by the said Court is set at fourteen
shillings of lawful money to the use and behoof of our said Lord the King & and
Costs of Court standing Committed to be paid

Hencefore to wit At the Term of this Court of the Second Tuesday of February in the fourth Idem
year of the Reign of the said Lord the King that now is, by the oath of twelve Jurors it is
thus presented, that is to say that John Baneroff of Westfield in the County of Baneroff
Hampshire Gent at said Westfield on the ^{twenty} ninth Day of December 1763 with force and
arm did make an Assault on the body of David Fowler of the same Westfield yeoman
Who was then in the Peace of the said Lord the King And the said John Baneroff did
then and there with force and arm as aforesaid beat injure and abuse him the
David contrary to Law the Peace of the said Lord the King his Crown and Dignity.
Whereupon it was Comanded to the Sheriff the said John to take & him cause to
come to answer. And now at this time comes here the said John Baneroff in his
proper person. & John Worthington by Who for our Lord the King in this behalf prosequites
also comes here. And the said John Baneroff having had the Hearing of the Indict-
ment aforesaid he says that he will not contend with the Lord the King. Therefore
it is Considered by the Court that the said John Baneroff be taken to satisfy our Lord
the King of his fine by occasion of the Trespas and Assault aforesaid in the Indictment
aforesaid above specified Which said John Baneroff then present in Court prayed that
it be a fine with our Sovereign Lord the King by the occasion aforesaid may be admitted.
Which fine is by the said Court set at fifteen shillings of lawful money for the use
& behoof of the said Lord the King, & it is also considered that he pay Costs of Prosecution
taxed at seventeen shillings and six pence standing Committed to be paid

Hencefore to wit at the Term of this Court of the first Tuesday of May in the Third year of the Idem
Reign of the said Lord the King that now is, by the oath of twelve Jurors it was thus presented
to wit

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And to be wit, At the Sum of this Court of the first Tuesday of May in the third year of the
Reign of the Lord the King that now is by the Oath of twelve Jurors it is presented that ^{Dooley}
Eliakim Cooley of Springfield in the County of Hampshire yeoman at Springfield above
on the last Sabbath or Lords Day in the month of December last and on all the Sabbaths
or Lords days in the said month of December and on all the Sabbaths or Lords days in
the month of November next preceeding and on all the Sabbaths or Lords days in the
month of September next preceeding and on all the Sabbaths or Lords days in the
month of June next preceeding the said Eliakim throughout the whole of said time being a
person able of body and not otherwise necessarily prevented abscorted himself from
the public worship of God in said Springfield and without any reasonable excuse
altho the public worship of God was upheld there throughout the whole time aforesaid
contrary to a Law of this Province in such case made and provided to the wit to
punish of others against the peace of our Lord the King his Crown and Dignity.
Whereupon it was commanded to the Sheriff that he should take the said Eliakim Cooley
to come to answer. And now before the Court of the said Lord the King now here comes the said
Eliakim Cooley in his proper person and having had the hearing of the Indictment aforesaid
he says that thereof he is not guilty and of this he puts himself upon the Country - And
John Worthington Juror who for our Lord the King in this behalf prosecutes, in like manner
doth the Jurors for this returned impannelled and demanded, did likewise now
come who being tried and sworn to say the truth concerning the Premises say upon
their Oath that the said Eliakim Cooley of the Trepass Contempt and Neglect of the same
Eliakim in the Indictment aforesaid above specified in the months of September and
December in manner and form as against him is above supposed is guilty. And that
as to the Contempt and Neglect in the months of November and June above specified
he is not guilty - Therefore it is Considered by the Court that the same Eliakim be taken
to satisfy our Lord the King of his fine by Oration of the Trepass Contempt & Neglect where
of he is guilty as aforesaid. Which fine is by the Court set at twenty Shillings of lawful money
for the use & behoof of the Poor of Springfield aforesaid and that he pay costs of Prosecution
taxed at two pounds so by standing committed to - The said Eliakim appeals from
the Judgment of this Court to superior Court of Judicature Court of Assize & general
Goal & delivery to be holden at Springfield aforesaid for the County aforesaid on the fourth
Tuesday of September next - And he recognizes to the Lord the King as principal in the
Sum of £10 & Thineas Tedman and Stephen Horton both of the same Springfield
above as Sureties recognize to the said Lord the King in £5 each for the s^d Cooley's
appearing there and prosecuting the appeal with effect abiding the order of the said
Court thereon & for his not departing thence without leave

William Worthington of Springfield in the County of Hampshire Gent. now comes before this Court
of the Lord the King now here, in his proper person, and freely acknowledges himself
indebted to the said Lord the King in the Sum of five pounds to be levied of his Goods, Chattels
Lands or Tenements and in Want thereof upon his body to the use of the Lord the King his heirs
or Successors in Case default be made in performing the following Condition to wit the Condition
of foregoing Recognizance is such that if the above named William do make his personal
appearance at the Court of General Sessions of the peace to be holden at Springfield aforesaid
for the said County on the last Tuesday of August next to answer unto our Lord the King
upon the presentment of the Grand Jury wherein he is charged with the Neglect of the public
Worship of God & shall do that which by the s^d Court shall then be enjoined him thereon & not
depart without licence then this Recognizance will be void, else not but remain in force.

Timothy Burbank of Springfield in the County of Hampshire yeoman who stood bound
by Recognizance to the Lord the King to make his personal appearance before this Court to answer
he was now discharged from the same Recognizance by Proclamation by order of Court

Robert
Taylor
in Court
230
A man Robert Taylor who stood bound by Recognizance to our Sovereign Lord the King taken before
Edward Taylor by one of his Majesty's Justices of the Peace for the County of Hampshire to make
his personal appearance here to answer to the Complaint of one Confideriffana, being now
present in Court was now discharged therefrom by Proclamation by order of Court

Unathan Smith of Granville in the County of Hampshire who stood bound by Recognizance
to our Sovereign Lord the King taken before Edward Taylor by one of his Majesty's Justices
of the Peace for the said County to make his personal appearance here to answer to
such things as might be objected against him on his Majesty's behalf especially to the
Complaint of Confideriffana being now present in Court was discharged therefrom
by Proclamation by order of Court

County
Deputies
Upon opening and sorting the Votes for a County Treasurer for the County of Hamp-
shire for the Year ensuing now returned to this Court it appears that Edward Pyper
of Springfield by is chosen into that office who being here present in his proper person
was sworn according to Law to the faithful discharge of the said Trust

Sea Coffee &c
Robert
Brook
Licence is granted by this Court to Robert Brook Junr of Springfield Gent^l to sell
Sea Coffee and China Ware out of the Shop in his occupation there And he recognizes
to our Sovereign Lord the King as principal in the Sum of £20. And M^r Blah of
said Springfield & M^r Danielson of Brimfield Gentlemen also recognize to our Lord as
Sureties in the Sum of £10. each upon this Condition viz that the s^d Robert do keep and
render the Accounts and pay the Duties the Law requires in such Cases &c

George
Brook
Licence is granted by this Court to George Brook of Springfield Gent^l to sell Sea Coffee
and China Ware in his Shop there for one year next ensuing. And Robert Brook Senr
of Springfield Gent^l M^r Blah of the same Town Gent^l and Timothy Danielson of
Brimfield Gent^l here recognize to the King in such Sums to wit the s^d Robert principal
in the Sum of £20. the Sureties in the Sum of £10 each on Condition that the s^d George
keep and render the Accounts and pay the Duties the Law requires in such Cases that
he exercise his Licence only in his s^d Shop

Isiah
Dwight
Licence is granted by this Court to Isiah Dwight Esq of Springfield to sell Sea
Coffee and China Ware in his Shop there the year next ensuing. And the s^d Isiah
Thomas Williams Esq and Timothy Danielson Gent^l recognize to the Lord the King in
these Sums to wit the s^d Isiah principal in the Sum of £20. The s^d Thomas and Timothy
Sureties in the Sum of £10 each to be forfeited in Case the s^d Isiah shall fail to keep
and render the Accounts and pay the Duties by Law required in such Cases or if he
shall exercise his s^d Licence elsewhere

Timothy
Danielson
Licence is granted by this Court to M^r Danielson of Brimfield Gent^l to sell Sea
Coffee and China Ware out of his Store there for one year next ensuing. The s^d Danielson
principal in the Sum of £20. Isiah Dwight and John Phelps Gentlemen as
Sureties in the Sum of £10 each severally recognize to our Lord the King upon Condition
the said Timothy keep and render the Accounts and pay the Duties the Law requires in
such Cases and exercise his Licence afores^d only in his s^d Store

William
Eastman
Licence is granted by this Court to W^m Eastman of South Hadley to sell Sea Coffee and China
Ware at his Shop there the year ensuing. And the said William principal in the Sum of
£20 Cornelius Jones of Springfield Gent^l and Nath^l Dwight of Belchertown Gent^l in the
Sum of £10 each severally recognize to our Lord the King in the Sums afores^d
on Condition that the said William do keep and render the Accounts and pay the Duties the
Law requires in such Cases & that he exercise his Licence only there in his s^d Shop

Licence is granted by this Court to Moses Gunn of Montague Shyerman to sell Sea Coffee & China Ware out of his dwelling house there for one year next ensuing - The ^{Moses} ^{Gunn} ^{John} ^{Russell} of ^{Greenfield} ^{come} ^{here} & severally recognize to the Lord the King in these Sums viz the ^{Jonathan} ^{Principal} in the Sum of £20. the said ^{Gath} ^{and} ^{Aaron} in £10 each as Sureties Upon this Condition to wit that the ^{Moses} ^{do} ^{keep} ^{and} ^{render} the Accounts and pay the Duties by Law required & that he exercise his said licence only in his said dwelling house

Licence is granted unto Luke Bliss of Springfield Gent. to sell Sea Coffee and China Ware out of his Store there for one year next ensuing - He comes here in his proper person ^{Cornelius} ^{Bliss} ^{Moses} ^{Bliss} of ^{Springfield} ^{Gent.} also come here & they severally recognize to our Lord the King in these Sums to wit the ^{Luke} ^{Principal} in £20. the ^{Cornelius} ^{and} ^{Moses} ^{Sureties} in £10 each upon Condition that the said Luke keep and render the Accounts and pay the Duties required by Law in these Cases & that he exercise his said Licence only in his said Store -

John Russell of Deerfield is licensed by this Court to sell Sea Coffee and China Ware out of his dwelling house there for one year next ensuing ^{Thomas} ^{William} ^{Esq.} ^{Moses} ^{Bliss} ^{come} ^{into} ^{Court} & severally recognize to the Lord the King in these Sums viz the ^{Thomas} ^{Principal} in £20. the ^{John} ^{and} ^{Moses} ^{Sureties} in £10 each upon Condition following viz that the said John do keep and render the Accounts and pay the Duties as by Law required in such Cases & that he exercise his Licence only in his said house.

Nathl^e Synchon of Springfield yeoman is licensed by the Court to sell Sea Coffee and China Ware out of his Shop there for one year next ensuing - and the ^{Nathl^e} ^{Synchon} ^{George} ^{Synchon} ^{Esq.} ^{Moses} ^{Bliss} ^{come} ^{into} ^{Court} & here severally recognize to the Lord the King in the Sums following viz the said Nathl^e Principal in the Sum of £20. & the ^{George} ^{and} ^{Moses} ^{Sureties} in the Sum of £10 each upon this Condition viz that the ^{Nathl^e} ^{do} ^{keep} ^{and} ^{render} the Accounts & pay the Duties the Law requires & that he do exercise his licence only in the said Shop.

Licence is granted by the Court to Moses Smith of Deerfield to keep a ferry across Deerfield River in the Country road leading from Deerfield to Greenfield for one year next ensuing - & it is ordered that the fare for man and horse shall be the same it has usually been - And Thomas William Esq. comes here and recognizes to our sovereign Lord the King in the Sum of £10. upon this Condition viz that the said Moses shall and do truly and faithfully perform the Duties of his place as a ferryman -

The County of Hampshire to the Committee appointed to lay out the County Road from Montague to Bernardston and others assistants in that Service is directed viz
To Salah Barnard 5 days 6p. 30/- To Tellows Billing 3 day 8p. 18/- £2.8.0
To John Russell 3 day - 6p. 18/- To John Clary 3 d. 6p. 18/- 1.16.-
To Jonas Lark Surveyor 4 days 7p. 28/- To Nijah Williams 1 day & Sunderland to } - 1.14.-
To Tim^e Childs 1 day 3p. David Ballard 1 day 3p. assisting of Com^{tee} } - 6.-
£6.4.-

The foregoing account was now presented to the Court & this Court having inspected & considered the same do allow it and it is ordered that the County Treasurer be directed to pay the Sums aforesaid due as aforesaid to the several persons aforesaid out of the County Treasury & that he be served with a copy hereof 20 Order is 14th May 1764

Abner Smith of Springfield Gent. brings here & prefers to this Court a Petition setting forth that he supported one Daniel Miller a King's prisoner committed to his Custody by order of John Watkinson Esq. for fourteen Weeks for which he hath recd nothing or praying allowance of so much therefore as the Court shall judge meet - thereupon the petition being seen and considered it is ordered that the County Treasurer be directed to pay to the ^{Abner} ^{forty} ^{two} ^{shillings} for his billings the ^{Abner} ^{expenses} as aforesaid out of the County Treasury - Order is 14th May 1764

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William of Hatfield Gent. now makes to the Court an account of his Service per-
formed for the County of Hampshire the year past amounting to the sum of four
pounds ten shillings and five pence paying the Court's allowance and Order for Payment to
of the same. And the said Account having been seen and considered by the Court is allowed
And it is ordered that the County Treasurers be directed to pay the sum aforesaid to the
William in full discharge thereof
Order is 2^d May 1764 -

Lebanon
Hall
more
defunct
Cautions
A Tobias Hall of Granville in the County of Hampshire yeoman who stood by Remyngame to
our sovereign and the King taken before Elias Taylor Esq. to make his personal appearance
before the Justices of the said the King now here being three times publicly called to come into
Court made Default of Appearance here -

Spring
field
Cautions
Pursuant to a Warrant under the hands and seals of three of the Select men of the Town of
Springfield in the said County of Hampshire bearing Date the 22^d day of March last on the
26th day of the same month Michael Gardner who came to the s^d Town from Holland was warned
to depart from the said Springfield by Ariel Collins Constable. And on the 28th day of the
same month Roger Strickland and Mary his wife and their children Roger Strickland Noah
Strickland and Anna Strickland who came there from Bolton were warned forthwith
to depart and leave the said Town by Samuel Morgan Constable. And on the 5th of April
last Ely Leonard was warned forthwith to depart from and leave the said Town by
Isaac Morgan Constable. And on the 6th day of the same April Ebenezer Smith who
came there from Morrow Town on the banks of Westfield River was warned forthwith
to depart from and leave the said Town of Springfield by Elijah Leonard Constable.
And on the 8th day of the same April Jon^s Whitting and Rhoda his wife and Jonathan
and Rhoda their children who came last from Westfield were warned to depart the said
Town by Elijah Leonard Constable. And on the 13th day of the same April James Nap
who came there from Woodstock in Connecticut was warned to depart and leave the s^d
Town by the same Elijah Leonard Constable. And on the same day William Godfrey &
Thomas Williams the first of which persons came last from Boston the other from
Wallingford in Connecticut were warned to depart and leave the said Town of Springfield
by the same Elijah Leonard. And on the 17th day of the same April Silenus May Daniel
Smith and Desire Streeter wife of Samuel Streeter all of whom came last from the
banks of Westfield River to the said Town and Samuel Streeter who came last from
Woodstock in Connecticut were warned to depart the said Town of Springfield by the s^d
Elijah Leonard Constable. And on the 18th day of the same April Rachel Dewey who
came from Lebanon to the said Town of Springfield was warned to depart thence by
John Landon Constable. And on the same 18th day of April afores^d Sarah Nap
Rebekah Nap Phoebe Nap and Luramus Nap who came there from Woodstock in
Connecticut were warned to depart from the said Town by John Landon above named.
And on the 26th day of the same April Timothy Stockwell and Abel Stockwell a
Miner who came to Springfield from Stonington were warned to depart from and
leave the said Town by Benjamin Jones Jun^r Constable as by the Warrant and several
Returns on file fully appears - 8.

Northampton
Cautions
Pursuant to a Warrant under the hands and Seal of three of the Select men of North-
ampton bearing date the 29th day of March last. On the 10th day of April last John
Black who had resided in s^d Town six months and John Ayres who had resided there
two months were warned to depart and leave the said Town forthwith. And on the 11th
day of the said month Hannah Chapin who had resided there eight months, Timothy
Guilford who had resided there six months were warned to depart and leave the s^d Town
forthwith. And on the 13th day of the same April Noah Guilford who had resided in said
Town

Down five Months Sarah Smalley who had resided there eight months Denial Howle who had resided there five months, Ebenezer Seal, who had resided there six months, and Isaac Cunnery who had resided there two months were all warned forthwith to depart from and leave the said Town by Nathaniel Wright Constable as by the Warrant & Return appears.

Pursuant to a Warrant under the hands and Seal of the Select-men of the Town of Brimfield bearing date the 31st of 3rd last and returnable to themselves the Widow Miriam Robard was warned on the 15th day of November then next to depart out of the said Town with her Children by Thomas Sherman Constable and on the 21st of December then next following Timothy Ware and his family were warned to depart out of the said Town by Thomas Sherman Constable and on the 5th of March last Martin Rinnworth with his wife and Child were warned to depart out of the said Town by Thomas Sherman Constable as by the Warrant and Return on file appears.

Pursuant to a Warrant under the hands and Seal of the Select-men of the Town of Pelham bearing date the 15th day of April last Benjamin Whitney and Rebecca his Wife and Joseph, Rebekah, Ephraim, Junia and Miriam who have resided in s^d Town about eleven months and came last from Willington in Connecticut on the 13th of the same April were warned to depart from and leave the said Town of Pelham forthwith by James Hubert Constable as by the Warrant and Return on file appears.

Thomas Hovey Moody a Constable of the District of South Hadley brings into this Court a Warrant under the hands and Seal of the Select-men of the same District bearing date the 15th day of April last commanding the Constables or either of the Constables of the said District to warn Amasa Shand a transient person forthwith to depart and leave of same District which s^d Thomas returns that the Directions of that Warrant have been attended by him - as may be seen on file.

Pursuant to a Warrant under the hands and Seal of the Select-men of the District of Granville bearing date the 20th day of February last by said Thomas Williams & Mary his Wife Thomas Williams Junr. William Williams Thinehes William, Elijah Williams Isaac Williams Chloe Williams and Asahel Williams Children of the s^d Thomas & Mary first married, whose last place of abode was Simsbury in Connecticut & their circumstances were on the 21st of the same February were warned to depart from and leave the said District forthwith by Elipha Rogers Constable as by the Warrant and Return appears.

Pursuant to a Warrant under the hands of the Select-men of the District of Amherst bearing date the 19th day of April 1764 Elizabeth Knight and Elizabeth Knight Junior who had resided there in s^d District ever since the fourth day of January last and Rebecca Knight who had resided there ever since the 14th of the same January, On the 28th day of April last were warned forthwith to leave and depart from the s^d District by Noah Dickinson Constable as by the Warrant and return on file appears.

Pursuant to a Warrant under the hands and Seal of the Select-men of the District of Amherst bearing date the 16th day of March 1764 Samuel Gould and Elizabeth his wife Samuel Gould Junior Isaac Gould Daniel Gould Sarah Gould Ester Gould and Jonathan Guilford who had all resided in the said District ever since the 23rd day of June last were on the 7th day of March aforesaid warned to depart and leave the s^d District by Joseph Church Constable of Amherst as by the Warrant & Return on file appears.

Pursuant to a Warrant under the hands and Seal of the Select-men of the District of Ware bearing date the 2nd day of May 1763 Nathaniel Walker and Mary Walker Junior Ree who came there from Brimfield and were rec^d by Simon Bacon on the third day of the same May were warned to depart out of said District -

by Abijah Davis Constable as by the Warrant and Return on file appears —

Warrant Pursuant to a Warrant under the hand and Seal of the Selectmen of the District
Caution of Ware bearing date the second Day of May 1763 now read and ordered Edward Rock
 and Rebekah Rock with all their children who came there from the Town of Beir-
 field and were taken in by John Post on the third day of the same May were
 warned to depart out of the said District by Abijah Davis Constable as by
 Warrant and return on file appears —

Warrant Pursuant to a Warrant under the hand and Seal of James Ball of Warwick
Caution joined by order of the Selectmen bearing date the 19th day of March 1764 George
 Robbins and Thankful his wife who came from Petersham, on the 23rd day of the
 same March were warned to depart out of the said Town of Warwick by
 Samuel Ball Constable as by Warrant & Return on file appears —

Southampton
Allegation
Northfield
 Most humbly shew, to this Court, the Inhabitants of the Town of Northampton in
 the said County of Hampshire by their Committee the Subscribers of the Petition
 on file for their behalf appointed in their annual meeting in March last, that
 they humbly apprehend that with great convenience and Advantage as well to the
 Public as themselves the Country road in the said Northampton called the Westfield
 Road may be turned and altered for a part thereof that is to say by a Disjuncture
 of that piece or part of the said Road that lies from a place or Station in the
 Road where a Town Way lately laid out by the said Inhabitants (called Shish-
 hire road) departs from the said Westfield Road to a Station in the same road
 where the Old Country road coincides therewith a little Northward of Nathaniel
 Edwards monument and by laying the said road for the above said space to wit
 between the above Stations on other Ground that is to say by pursuing the Course
 of the above mentioned Town Way for near half a mile from the place of its de-
 parture from the said Westfield road then turning out of the said Town Way at the
 left hand and running almost a straight Course through Clap's brook swamp until
 the Course strikes the said old Country road thence pursuing the said old Country
 Road until the same coincides with the said Westfield road at the Station above-
 mentioned. The Petitioners beg leave to say that by the above described Alteration
 two heavy hills in the said Westfield road the one called Rocky hill, and the other
 Clap's Hill will be avoided and no obstacles or impediment incurred by what they
 apprehend will be much inferior thereto, the Greatest Impediment in the Course
 above proposed being the aforesaid swamp and the Grounds adjoining thereto which
 are capable of being made feasible by a good and effectual Causeway and thereby
 Inconvenience will be occasioned to your Petitioners rather than Inconvenience to the
 Public and the Distance between the said Stations in the Course above proposed
 exceeds the Distance or space from one to the other in the road now occupied but
 Sixty five rods. Your Petitioners therefore pray your Adviserment on the Premises
 and if your Worship shall judge expedient that you would make such order
 thereon as shall effect the Alteration above specified and they as in duty bound
 will ever pray. In Testimony whereof Joseph Hawley Esq. Read and ordered that Benjamin Day
 Esq. of Springfield John Shepard and John Ingersoll both of Westfield Gentlemen
 John Chapin Gent. and John Hale yeoman both of Springfield disinterested and
 sufficient freeholders in the said County be a Committee to view the said Westfield
 Road between the Stations above mentioned and also the Ground in the Course above
 mentioned and described on which it is proposed above that the Road should be laid
 as aforesaid — and to

and to make the alteration proposed if the said Committee shall judge it may be made with convenience and advantage to the Public. And the said Committee are to give reasonable Notice to all persons interested of the time and place of their meeting in the said Surse and to be under oath to perform the said Service according to their best Skill and Judgment with most convenience to the Public and least Prejudice or Damage to private Property and shall also ascertain the Place & Course of the said road in the best way and manner they can, if they should alter of same which having done they or the major part of them are to make Return thereof to the next Court of General Sessions of the Peace to be held in the said County after the Service is performed under their hands and seals. And if any person be damaged in his or her property by the said Alteration and new laying of the said Way the said Committee are empowered and required under oath to estimate the same and make return thereof as aforesaid. And it is also ordered that the Clerk of this Court issue his Warrant to the said Committee accordingly —

The Committee appointed by this Court at a former Term thereof to lay out a Highway from the Country road leading from Northampton to Westfield to the bounds of the Town of Suffield through Dokhatuck now bring into Court the Return of their Doings which being read. It is ordered by the Court that the same Return be remitted to the said Committee and that they be directed further to explore the Grounds through which the Way may probably be laid with more advantage to the Public than where they have now laid out the same, and that the said Committee hear all persons who may have Objections against the said Road, or any thing to observe to the Committee relating thereto and make actual measurement of any other way or ways that may be thought more Commodious for the Public than that now returned And also view such other Ground as shall be mentioned to the Committee as better than that where the road is now laid; And that the said for this purpose give reasonable Notice to all Persons interested of the time and place of their meeting, that the said Committee make any Alterations they may judge necessary for the Public under the rules and Directions given them in their former Order, And that the Clerks of this Court serve the said Committee with a Copy hereof which shall be to them a sufficient Warrant to proceed as above directed. Copy in the May 1764

The Committee appointed at the last Term of this Court to lay out a road from Southampton to Springfield now bring their return into Court and on reading the same sundry persons Inhabitants of Southampton were here and humbly suggest to the Court that the road as it is described in the Return is not so convenient a road as might be laid from that place to Connecticut River nor will so well answer the Ends for which such a road is needed they therefore pray that the Return above mentioned may not be accepted nor the Way therein described confirmed. It is thereupon ordered that the said Return lie for the present, and that Oliver Partridge Esq. Messrs Ebenezer Hunt and William (persons mutually agreed upon by those for and against the Acceptance of the said Way as now laid) be a Committee to View the Way as now laid and such other Ground as may be shewn them by the opposers of the Acceptance & Confirmation of the said Way as far as the Country road on Connecticut River and report to the Court as soon as may their Opinion respecting the same. Copy made 2^d July 1764

The Petition of us the Subscribers humbly sheweth to this honorable Court that your Petitioners apprehend that it would be of great public Advantage and profit to have a Country road laid out from the road that leads from the ferry in (Chippewee) Parish to Benjamin Ely's across the Woods to the Southeast end of the Great Pond so called and from thence to a place known by the name of Bush's Notch and from thence to Westfield Town it being a place capable of being made a good road and is computed to be but six miles from the said ferry to Westfield Town which

which is a much nearer to many Travellers than any other Road And We desire this
 [Innocent] honorable Court to appoint a Committee to view and lay out the said Road if your honours
 in your wisdom shall think it best And your Petitioners as in duty bound shall ever pray
 Benjamin Jones &c. And would that Messrs Daniel Mobley William Larrison
 David Ham Dinnerton Smith and Elazer Nash all of South Hadley, being sufficient
 disinterested freeholders in said County, be a Committee to view the Ground mentioned
 in the formentioned Petition and such other Ground as they may think will better answer
 the Purpose and lay out a high Way from the road first above mentioned to the road
 leading from Northampton to Westfield through such Ground as may best answer the
 Purpose if the said Committee shall judge such a road is necessary and may be conve-
 nient for the Public which said Committee are to give reasonable Notice to all persons
 interested of the time and place of their meeting for the said Purpose And to be under oath
 to perform the said Service according to their best Skill and Judgment with most conve-
 nience to the Public and least prejudice or Damage to private Property and shall also
 ascertain the Place and Course of the said Road if they shall judge best to lay out the
 same in the best way and manner they can which having done the said Committee
 or the Major part of them are to make return thereof to the next Court of General
 Sessions of the Peace to be held in the said County after the Service is performed
 under their hands and seals. And if any person be damaged in his or her Property
 by the laying out of the said road the said Committee are empowered & required under
 Oath to estimate the same and make return thereof as aforesaid. & the Clerk of this Court
 is directed to Issue his warrant accordingly. Order & Warrant made 12th May 1764.

It is ordered by the Court that Oliver Partridge & Timothy Dwight Esquires
 be a Com^{tee} to effectually repair the Great Bridge in Chesterfield and that they be directed
 to effect the said Repairs as soon as may be and that for this Purpose the said Com^{tee}
 be served with a Copy of the Court order respecting the same. Copy made 2^d July 1764.

Israel Williams Esq Remembrance Bardonell yeoman and Simon Morton yeoman all of Hatfield in the
 County of Hampshire humbly shew that on the 31st day of March 1762 The Inhabitants of the
 Town of Hatfield at a legal meeting established & confirmed a certain Town Way before that time
 laid out by their Selectmen leading from Broad brooke to the North line of s^d Township thro
 lots of your Petitioners and that part of the same way viz from the South Side of the lot of the
 said Remembrance to the north side of the lot of s^d Simon is of no necessity nor of any special
 convenience to the Inhabitants of s^d Town to be continued but that the Continuance thereof will be
 greatly grievous and detrimental to your Petitioners they therefore humbly pray that a Jury
 may be by this honorable Court ordered to inquire into the Necessity or Convenience of the same Way
 or the Damage thereby done your Petitioners that such further order may be made thereon for dis-
 continuing the same or for awarding Damages to your Petitioners as may appear to your
 honours upon the Verdict of such Jury on the Premises and as in duty bound shall
 ever be Ready and obedient by the Court that the Clerk of this Court make and Issue a Warrant
 directed to either of the Coroners of this County or their respective Deputies requiring them
 to summon a Jury of twelve disinterested sufficient freeholders out of the next Towns to
 meet at some convenient day & place to view the way above mentioned and then on the
 spot examine and inquire as well with respect to the necessity and convenience of the said Way
 as the Inhabitants of the said Town as to the Damage arising to the Petitioners afore-
 named by the same lying acrossing their lands in manner aforesaid Having first caused the s^d
 Jury to be sworn according to Law on the Purpose aforesaid and to make Return of the Verdict of
 such Jury under their hands and seals into this Court as soon as may be.

A Warrant was never called for by s^d Pet^r

The foregoing Judgments and orders having been made and
 recorded by the said Court the same Court was then upon
 adjourned without Day.

Attest W^m Williams Cler

Hampshire p. Anno Regni Georgii Tertii Regis magnae Britanniae
Franciae et Hiberniae quatuor.

} King
} Regn

At his Majesty's Inferiour Court of Common pleas begun and held
at Springfield within and for the County of Hampshire on the last
Tuesday of August, being the twenty eighth day of the said month, &c.
In the Year to the 1st day of September, anno Domini 1764.

} Inferiour
} Court of
} Common
} Pleas
} August
} 1764.

Present

Israel Williams Esq
Josiah Dwight Esq
Timothy Dwight Junr Esq
Thomas Williams Esq

Jury for Trials —
William Smith foreman
Hezekiah Barriner
Aaron Fane
Elijah Rogers
Seth Lyman
Simson Parsons
Jonathan Warner
John Blagfield
Pelatiah Smith
Benjamin Parsons
David Parsons
Robert Dunklee

de Talibus Circumstantiis
{ Joel Hunt } Juror { Warner }
{ John Fitch } Juror { Fane }
{ Sippaherke } Juror { Rogers }
{ } Juror { }
{ } Juror { }

Sam^l. Allen 2^d. was on. Seth Lyman off in
the Case - Hall & Simons.

Joseph Nash - was on. Elijah Rogers off in the
Case - Worthington & Ely

Deazer Porter Esq for
certain Cases & Questions -
whose Commission was now
first Published

undry Persons, returned, } Joseph Barnard & Thomas Dickinson
were excused } were absent but not excused

Solomon Williams of Lebanon & Clerk Plt. vs Hannah Brewer lately of Springfield
Administratrix & Def^t. in a plea that he render to her at large set forth on record of the
preceding terms - The Plt. by Joseph Hawley Esq. his Att^r. appears. And the said Hannah
by John Worthington Esq. her Attorney comes into Court and defends &c. and having prayed
oyer of the bond declared on and the Condition thereof and the same being read & heard now
read and says that the Plt. ought not to have or maintain his action aforesaid against her
but thereof ought to be barred because she says that the said John Brewer in his life time
did well and truly perform all the settling duties of and for two rights of the said Solomon's
four rights in said bond mentioned according to the order and direction of the General Court
and that thereby he saved harmless the said Solomon relating thereto & fully satisfied
the Condition of the Grant of the General Court for the said two settling rights of the said
Solomon according to the Condition of the said bond all which the said Hannah is now
to prove wherefore the ²d Solomon of this his said Action ought to be barred & she allowed
in Costs and she prays Judgment accordingly - And the said Solomon for a replication to
the Def^t's plea above in bar pleaded says that by any thing by the said Hannah the def^t.
pleaded in bar &c. he ought not to be precluded from having his said Action
maintained against her because he says that one of the said two settling Rights of the ²d
Solomon is one of the Rights mentioned in the Condition of the said bond which belonged to the ²d
Solomon after he had sold the Eleventh and twelfth lots in the said Condition mentioned and
that after he had sold the said Eleventh and twelfth lots to the said Deceased all the Residue of
the Land belonging to the said four rights belonged to and was the estate of the said Solomon &
ever since and still is so And the said Solomon further says that Part of the Condition of the
Condition of the Grant of every Right of Land in the said Township and what was meant &
intended by the Parties by these words to wit (Conditions of the Grant) contained in the Condition
of the said bond was the settling duties viz that a farmery should be settled and a house built
eighteen feet square and seven feet stud should be built and six acres of Land cleared & fitted
for plowing or brought to English plow on each of the settling Rights in the said Township within
a reasonable time after the executing of the said bond, and that another part of the Condition of
the Grant of every right of Land in the said Township was also intended by the Parties by these
words

31
William
or
Brewer
decedent

Made that there should be paid on every right in the said Township one Seventy ^{ninth} ~~part~~ part
of all the Expense and Charge that should be reasonably incurred for and towards settling
of the minister who should be first settled and building the meeting house which should
be first built in the said Township next after the executing of the said bond and the said
Plt. says that the said deceased has not performed any of the said settling Duties on the
one settling right which remained to the Plt. after the sale of the ^{two} lots above specified
to the ^{deceased} nor on either of the selling rights of the said four rights in the said
Conditions mentioned. Notwithstanding a reasonable time for the performance thereof
since the executing of the said bond has long since elapsed the Plt. also says that since
the executing of the bond aforesaid the Charges and expense which has been reasonably
incurred for and towards the Settlement of the Minister and building the meeting
house above specified have amounted to a large sum of money and that the above
said one seventy ninth part of the Expense and Charge for the said Purposes has
amounted to Eight Pounds lawful money which is the sum which has been law-
set and assigned on the Plt. settling right which remained to him after the said
Sale to the deceased above specified. And he says that the said deceased never paid
any part of the said Eight Pounds set on his the Plt. Right as above: but that the said
deceased always refused to do it and that he the Plt. has been obliged to do it to
prevent the Sale of his Land of that Value whereby the Plt. has been much damaged
And he further says that by reason of the said deceased not performing the said
Settling Duties on the said two settling Rights according to the Tenor of the Condition of
the said bond All the Plt. Lands in the said Township which are all the Residue of the
Lands in the said four Rights excepting the said two lots sold to the ^{deceased} are
of much less Value than otherwise they would have been All which the Plt. is ready
to prove he therefore prays that by any thing before in law pleaded by the Deft. he
may not be barred of his said Action but that his Debt and Costs may be adjudged
to him. And the said Hannah the Deft. rejoins and says that the said John Brewer
in his life time and within a reasonable time after the executing of the bond aforesaid
erected and built house eighteen feet square and seven feet thick on the eleventh and twelfth
lots in the aforesaid Condition mentioned and sold a family on each of the said lots &
brought ^{part of} each of ^{English} six acres to grass and tilled the Remainder thereof for ploughing and
from the time of the executing the bond aforesaid to the time of his Death the said John always
paid for on account of each of the Rights of Land in the Condition aforesaid mentioned of which
the said Twelfth and twelfth Lots are parcel one seventy ninth part of all the Charges and
expense that was incurred in the said New Birmingham for and towards the settling a minister
and building a meeting house in said New Township. And thereby performed all the settling
Duties of and for two Rights of the ~~said~~ four rights in the Condition aforesaid mentioned
according to the order and direction of the General Court and thereby indemnified &
saved harmless the said William in Relation thereto and fully satisfied of Condition
of the Grant of said Court of the said two settling rights of the said William according
to the form and effect of the Condition of the bond aforesaid Without that that one of
the two settling rights in the Condition aforesaid mentioned belonged wholly to the ^{deceased}
William after he had sold and conveyed the aforesaid eleventh and twelfth lots to
the said John all which the said Hannah is ready to verify and thereof prays judg-
ment and Judgment for her Costs - And the said William as in his foregoing Repli-
cation is averred still says and avers that one of the two settling Rights in Condition
aforesaid mentioned did belong wholly to him after he had sold and conveyed
the aforesaid eleventh and twelfth Lots to the said John and this he prays may be
inquired by the Country. And the ^{deceased} Hannah likewise —

after

After a full hearing of the before-named Parties upon the Evidence produced in the Case (Continued)
their Council learned in the Law the Case was committed to the Jury M^r William Smith
Foreman and his fellows who returned their Verdict therein upon Oath that they
find for the Deft. Cost of Court - Therefore it is Considered by the Court that the
said Deft. do recover against the s^d Pl^t her reasonable Cost and expenses in defend-
ing the same suit of the s^d Pl^t allowed to be £ ^{Careful money to}

The Pl^t in his said Attorney appeals from the Judgment of this Court to
the superior Court of Judicature to be holden at Springfield for and within County
of Hampshire on the fourth Tuesday of September next and he recognizes with side-
s as the Law directs for the s^d Plaintiffs prosecuting the appeal with effect as
by the said Recognizance on file it appears -

William White yeoman Ebenezer Dod yeoman and Mary his wife Thomas Chamberlain
Labourer and Sarah his wife Pl^ts vs William Boltwood Gent (if original Deft) Joseph Taylor yeoman Nathaniel Hitchcock Mary Brownson & James M^r Clister (Deft^s) White & Co
Pl^t
vs
Boltwood
&
Clister
Deft^s
Tenants by their Warranty &c as may be seen at large on record of
the preceding Term - And the said Pl^t now come here - And now Moses Taylor of
South Hadley in the County of Hampshire, by Cornelius Jones & Simeon Strong Gen-
tlemen his Attornies, comes into Court and freely Warrants to the said James two Se-
venth parts of the Lands and Premises in the original Writ demanded - And now
the before named Joseph Taylor Nathaniel Hitchcock and Hannah Hitchcock his wife
Mary Brownson & Moses Taylor Tenants by their Warranty by Mess^{rs} Jones & Strong
his Attornies come here and, saving the pleas of abatement before pleaded, say
that respecting the above shares by them respectively warranted they are not guilty
in manner and form as the Pl^t have declared against them and there of put them-
selves on the Country - And the said Pl^t likewise do the same - After a full hearing
of the before-named Parties upon the Evidence produced in the Case (by their Council
learned in the Law) the Case was committed to the Jury M^r William Smith
Foreman and his fellows who returned their Verdict therein upon Oath in these
words to wit "In this Case the Jury find that the said John Taylor deceased do
mentioned in the Writ was seized in his life of the Premises demanded as set
forth in the Writ and died seized thereof without heir of his body by Oath
and they also find the said William White and the said Mary and Sarah named
in the Writ are brother and sisters of the half blood to the s^d Deceased, They also find
that the s^d Deceased at his death had a Grandfather then living and diverse uncles
and Aunts of the whole blood living under whom the said William Boltwood holds the s^d
Premises but whether the said Premises upon the Death of the said John Deceased by
the Law of this Province descended to the said William White and the said Mary & Sarah
the Pl^t or to the Grandfather or uncles and Aunts of the said deceased the Jury are in
doubt And if by the Law of this Province the said Premises descended to the s^d William
White and the said Mary and Sarah or that they ought to take the Premises and not
the said Grandfather or ^{the said} uncles and Aunts or any of them then the Jury find for the Pl^t
in the s^d Premises and Costs otherwise they find for the Deft^s
in Costs" Thereupon the Premises being seen & maturely weighed it seems to the Court of
record the King now here that the s^d demanded Premises by the Law of this Province
descended to the s^d Pl^t and not to the s^d Grandfather or uncles & Aunts of s^d Deceased
Therefore it is Considered by the Court that the s^d William White Ebenezer Dod & Mary
his wife and Thomas Chamberlain and Sarah his wife the s^d Pl^t do recover the said
demanded Premises against the s^d William Boltwood Joseph Taylor Nathaniel
with that Mess^{rs} Cornelius Jones M^r Clister and Moses Taylor in the several Summons
and Return thereon have

White
Do. turned
et al.

following that is to say against the s^d. Defendant two twenty eighth Parts thereof against the said Joseph four twenty eighth Parts thereof against the said Nathaniel four twenty eighth Parts thereof against the said Mary four twenty eighth Parts thereof against the said James six twenty eighth Parts thereof against the said Moses eight twenty eighth Parts thereof And the Costs of this Suit allowed to be Seven Pounds three shillings of lawful money & they s^d. Att^y may have their Execution thereof

The Def^t by Thomas Strong Gent^l their before named Attorney appeal from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield and within the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for the Appellant, prosecuting their Appeal with effect as by the said Return file it appears

Page
14
Hampshire
Hall

Joseph Pease of Suffield Plt. vs Jonathan Worthington and others Def^t - The Plt. being now three times publicly called to come and prosecute his Action against the said Def^t was Non suit. and the s^d. Def^t likewise defaulted and the Action is dismissed

Pease
and
Sacket

Solomon Stoddard of Northampton Gent^l who sues as well for our Sovereign Lord the King as for himself Plt. vs Eliahem Sacket of Westfield Yeoman Def^t & The Plt. being three times publicly called to come here and prosecute his Action was Non suit And the said Eliahem likewise Defaulted and the Action dismissed

Dwight
Dwight
Dwight

Samuel Dwight Esq. Plt. vs Oliver Partridge Esq. Def^t - the said Samuel having deceased since the Suit was commenced Seth Dwight of Torrers in the County of Hampshire yeoman and Mary Dwight of Infield in the said County Gentlewoman Executors of the last Will & Testament of the s^d. deceased now come here and pray to be admitted to prosecute &c - And the said Oliver being three times publicly called to come here makes default of appearance - Therefore it is considered by the Court that the s^d. Seth and Mary in their Capacity afores^d with their Agent do recover ag^t the said Oliver Ten pounds thirteen shillings and one penny of lawful money Dams & Three pounds thirteen shillings and nine pence of like money allowed them for Costs of Suit & they may have their Execution thereof &c

Hall
or
Simon

Benjamin Hall late of Infield in the County of Hampshire now of Charlestown in the Province of New Hampshire Yeoman Plt. vs Asahel Simons of Infield afores^d yeoman Def^t in a plea of the Case &c. The before named parties by their respective Attornies viz the s^d. Benjamin by John Worthington Esq. and the said Asahel by Cornelius Jones Gent^l now come here - And the said Asahel defends and for plea saith that he never permitted the Plt. in manner and form as set forth in the pl^t. Declaration & thereof puts himself on the Country - And the Plt. likewise doth the same - After a full hearing of the Parties upon the Evidence produced in this Case by their Council Learned in the Law the Case was committed to the Jury Mr. William Smith foreman and his fellows who returned their Verdict therein upon Oath To wit they find for the Plt^y Seventeen Pounds, eighteen shillings Damages and Cost of Court - Therefore it is considered by the Court that the said Benjamin do recover against the s^d. Asahel Seventeen Pounds eighteen shillings of lawful money Damages and Costs of Suit taxed at ten pounds fifteen shillings nine pence of like money &c - The def^t by his s^d. Attornies appeal from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and here recognizes with Sureties as the Law directs for the Appellant, prosecuting his Appeal with effect as by the said Return file it appears

Jonathan Loring of Marlborough Executor of the last will and Testament of Thomas Tallor
vs Mr. or Oliver Partridge in Debt. &c. The Plt. in this Action being now three times ^{Tallor's}
publicly called to come and prosecute his Action against the said Oliver wch. Nonprossit ^{Partridge}
and the said Oliver in like manner Defaulted. The Action is dismissed —

John Read Esq. Ruth Hurn Gentlewoman Charles Morris Esq. Mary his wife Abigail ^{Read Esq.}
Miller Gentlewoman William Read Gentleman Henry Paget Merchant & Deborah his ^{Synchon}
wife, the s^d Charles & Henry in Right of their s^d Wives, Plt. vs William Synchon Gent. ^{Hennington}
James Hitchcock Gent. James Warriner Gent. Edward Ashley Esq. and Jedidiah Blip Gent.
Counts by their respective Warrantys as appears on Record here tofore s^d Def^t in a plea of
Tort upon Disseizin in the Post s^d And now come before the Court of the Lord the King
before named parties. And the said Def^t pray that a further Continuance of this Case
until the next term of this Court may be granted them & that some person whom the
Court shall see meet to appoint for the purpose may be desired and directed to take a
survey &c. And M^r Nisha Hubbard of Hatfield is appointed to survey the Lands de-
manded and such other adjoining Lands as either party shall desire to have survey'd
and make a plan of such Survey exhibiting thereon all such Lines & Boundaries as
either Party may desire & direct to have exhibited thereon and Return the same to
the next Court & the Action is continued &c. —

John Read Esq. Ruth Hurn Gentlewoman Charles Morris Esq. Mary his wife Abigail ^{Read Esq.}
Miller Gentlewoman William Read Gent. Henry Paget Merchant & Deborah his wife ^{Moulton}
the s^d Charles & Henry in right of their s^d Wives, Plt. vs Robert Moulton def^t in a plea of
Tort upon disseizin in the Post the s^d Plt. appears. And the said Def^t moves & prays
that he may have a further day before the Lord the King here until the second Tuesday
(November next ensuing) it is granted him —

Medinah Titik of Windsor Plt. vs Samuel Gordon of Oakham Def^t in a plea of Title
the Case to the Parties now come here by their respective Attornies. & now at this term ^{Gordon}
Jonathan Burroughs and Abner Burroughs two of the Referees bring here an Award
of them made upon the Premises without M^r M^r Clamathan who was not present at
the hearing & the Court having seen the same Award it is not accepted And upon the
Agreement of the s^d Samuel by M^r Jones his Attorney that the said Award may be
accepted if it shall soon meet to the Court to accept the same) at the next Term of the
Court in Case the s^d M^r Clamathan upon proper Notice for this purpose given him shall
accept to meet with the other referees to Consider the Case between them and the next term
And the Action is continued accordingly —

Isaac Ely yeoman and Benjamin Leonard Jun^r yeoman Plt. vs John Townley ^{Ely &}
Merchant Def^t in a plea of the Case &c. And the said Parties now come here and
agree to submit the Case and all other demands in Law and in equity subsisting ^{Townley}
between them to the final Determination and Award of Josiah Dwight Esq. Oliver
Partridge Esq. and Eleazer Porter Esq. or any two of them (Arbitrators mutually
elected by the said Parties) to be made upon the Premises and returned into this
Court so soon as may be, And the said Parties have a further day before of Lord
the King until the second Tuesday of November next ensuing —

Timothy Nash yeoman and Elijah Alvord yeoman pl^t vs Moses Montague ^{Nash &}
Esq. and Noah Goodman yeoman Def^t in a plea of the Case &c. & now come here the ^{Montague}
s^d Parties by their respective Attornies viz the Plt. by John Worthington Esq. M^r M^r M^r
Esq. & the said Def^t by Joseph Hawley Esq. & Simeon Strongy Gent. & the s^d Def^t defend
it with that they are not guilty in manner and form as the Plt. in their Declaration have

have alledged and thereupon put themselves on the Country - And the said Plt. likewise do the same After a full hearing of the said Parties upon the evidence produced in the Case by their Counsel learned in the Law the Case was committed to the Jury Mr. William Smith foreman and his fellows who returned their verdict therein upon Oath in these words viz the Jury find for the Plt. two Pounds ten Shillings Damages and Costs of Court. Therefore it is considered by the Court that the said Timothy Nash and Elijah Alvord do recover against the said Moses Montague and Noah Goodman fully Shillings of lawful money Damages and Costs of this Suit &c. The said Deft. by Mr. Strong their attorney appeal from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next & he reserves with himself according to Law for the Appellants prosecuting this appeal with effect as by the S^d Returnizance on file it appears.

Edad Symon of Northampton who sues as well for our Lord the King as for himself in this behalf Plt. vs Alexander Thomson Deft. in a plea wherein the Plt. complains of the Alexander for this twist that he hath sold rum without Licence or permit contrary to Law &c. The said Parties come here And the S^d Alexander pray, he may have a further day before the Lord the King here until the second Tuesday of November next ensuing And the Plt. waiving it is granted him —

Timothy Nash Plt. vs Elisha King Deft. The s^d Parties were before the Court - And now the Referees to whom the Case and the other Demand, of the Parties were submitted bring into Court their award upon the Premises in these words to wit "We having heard the Parties & do award and determine as follows viz that the said Elisha King pay unto the said Timothy Nash eight Shillings and five pence & Costs of Court & the Costs of this Reference which is one pound eleven Shillings & six pence" And the s^d Award being accepted &c. Therefore it is considered by the Court that the s^d Timothy do recover against the said Elisha eight Shillings and five Pence of lawful money Damages & Costs of Suit taxed at three Pounds sixteen Shillings & six pence & he may have his Execution thereon is 26th Sept. 1764 —

Cornelius Jones Gent. plt. vs Ebenezer Stebbins yeoman Deft. The parties appear - And the Referees to whom the Case was submitted now bring their award into the Court in these words to wit "We having heard the Parties & find the s^d Ebenezer is justly indebted to the s^d Cornelius in the Sum of eight Pounds ten Shillings and one penny which said Sum we determine and award that the s^d Ebenezer pay to the s^d Cornelius with Costs of this Suit and Costs of this Reference being ten Shillings and five pence lawful money" and the said Award is accepted - Therefore it is considered by the Court that the s^d Cornelius do recover against the s^d Ebenezer eight Pounds ten Shillings and one penny of lawful money Damages and Costs of Suit taxed at one pound Nineteen Shillings and Seven pence & he may have his Execution thereof is 12th Sept. 1764 —

John Colton Gent. vs Simon Colton Gent. George Hitchcock yeoman Josiah Hitchcock yeoman & Martha his wife Reuben Bliss yeoman & Elizabeth his wife Joanna Coley widow spinster Mary Keep singlewoman & spinster Caleb Hitchcock Gent. Luke Hitchcock yeoman Joel White Gent. & Eunice his wife which s^d Joel & Reuben sue in Right of their s^d wives Plt. vs Luke Hitchcock of Greenwich Gent. Deft. in a plea wherein they demand a mesuage &c. The several Persons named as Plt. except Luke Hitchcock by John Worthington Esq. their Att. now come here And the s^d Luke the Deft. by Simon Strong Esq. his Att. comes and defends his Right in and to part of the Premises demanded That is to say the Dwelling house & barn mill mentioned

in the Writ and also to ten acres and a quarter parcel of the Land demanded and
hereupon the said Dwelling house and Corn mill stand the said ten acres and one quarter
parcel of the s^d demanded Land is described & surrounded by the following
lines viz the first line surrounding the same begins at a point or Station sixty two
or North four degrees East from the Southeast corner of the original lot in Green-
wich aforesaid called Number fifty five being in the line between the s^d Greenwich &
Saidwich and the s^d line runs from the said point North four degrees east sixty
two rods thence the next line runs West four degrees ~~and~~ North fifty one rods thence
thence line runs South thirty degrees east thirty seven rods thence the next line
runs South sixty five degrees east forty two rods to the first Station or point aforesaid.
and to the warranty of the s^d Dwelling house and Corn mill and the s^d ten acres &
one quarter of Land above described parcel of the said demanded premises against
the demands of the s^d John Colton & others the Plt^s he vouches Thomas Gibbs of
Greenwich in the s^d County of Hampshire yeoman & prays leave to impart to the
next Term of this Court that he may make summons to him to warrant the s^d
Part to him against the said Demandants and it is granted him - As to the
Residue of the said demanded premises with the Appurtenances to the s^d John and
thence the Demandants the s^d Luke the deft. says that he cannot render because he says
that he is not nor on the Purchase of the original Writ of the aforesaid Demandants nor
ever afterwards was Tenant of all the residue of the said Tenements aforesaid with the
Appurtenances and thus he is ready to verify Wherefore as to the said whole Residue he
prays Judgment of the Writ and that it may be abated - And as to the s^d residue of
the said Lands aforesaid beside the aforesaid ten acres and quarter the Plt^s say they will
no further prosecute the s^d Luke therefore in the Action aforesaid. Memorandum, by
Agreement of the Parties the pleadings now entered are to have the same operation &
effect in Law the not entered at the last Term of the Court, as if they had been then
entered - And now at this Term Thomas Gibbs abovesaid comes ^{for his proper person} here & freely
warrants that part of the aforesaid Premises whereof the said Luke made his defence
to him the said Luke and his heirs against the Demand. of the above named Plt^s
or Demandants - And now the s^d John Colton Simon Colton George Hitchcock Joseph Hitchcock
Martha his wife Reuben Bliss and Elizabeth his wife Joanna Cooley Mary Keep Caleb
Hitchcock Joel White and Eunice his wife by John Worthington by their Attorney
demand against the said Thomas Gibbs tenant by his warranty aforesaid the dwelling house
Corn mill and ten acres and a quarter of Land aforesaid on which the said house & mill
stand (and which are freely warranted as aforesaid by said Thomas Gibbs) With the Ap-
purtenances as their right and Inheritance & whereon they the Plt^s by their s^d Att^y
say that the said Joanna Colton dec^d within thirty years last past was seized of the
said ten acres and Quarter of Land with the Appurtenances in her own right as of
her Inheritance and right in a peaceable time taking the profits thereof to the value of
ten Shillings by the Year & that the s^d Thomas Gibbs unjustly dispossessed her thereof & that from
the said Joanna the Right to the s^d Land & Premises with y^e Appurtenances descended &
came to the Plt^s in form and Proportion aforesaid & that the s^d Thomas Gibbs had no entry into
the same Land and Premises but by the Dispossessing by him so made as aforesaid committed
unjustly & whereof the s^d Luke unjustly deposes the Plt^s & unjustly holds them out where-
on they bring their suit - And the s^d Thomas Gibbs tenant by his Warranty defends
his Right when and where one vouches to the warranty of the Premises before
demanded by the Demandants aforesaid of the s^d Gibbs the Proprietors of Greenwich in
the said County of Hampshire and prays an Imprimatur to the next Term that he
may make summons of the s^d Proprietors & it is granted him -

Moses Burt of Wilbraham Plt. vs Joseph Burt of Springfield Deft. in a plea of *Respondeat*
 or as set forth on record of the last term - The Parties before named by their respective Attor-
 nies viz the Plt. by John Worthington and Joseph Hawley Esquires and the deft. by Moses
 Bliss Gent. now come here. And the s^d Joseph defends the force and Injury & interfering
 liberty to alter his plea at the trial of the appeal and to give any special matter in
 Evidence under the General Issue pleads, and says that he is not guilty in manner
 and form as the Plt. in his Declaration hath alleged and thereof puts Himself
 on the Country - And the Plt^y, consenting as above, likewise do the same -
 After a full hearing of the above named parties upon the Evidence produced in
 this Case by their learned Council, the Case was committed to the Jury Mr.
 William Smith foreman and his fellows who afterwards now at this same term
 returned their Verdict therein upon oath in these words to wit "The Jury find for
 the Plt. two Pounds two Shillings Damages and Cost of Court" - Therefore it is
 Considered by the Court that the said Moses do recover against the s^d Joseph
 Two pounds two Shillings of lawful money Damages and five pounds eleven
 Shillings and three pence of like money allowed him by the Court with his Con-
 sent for his Costs & expenses about this Suit & he may have his Execution thereof
 the deft. by his said Att^y. Appeals from the Judgment of this Court to the
 Superior Court of Judicature to be holden at Springfield within and for y^e
 County of Hampshire on the fourth Tuesday of September next & he recognises
 with Sureties as the Law directs for the appellant, prosecuting his appeal with
 effect as by the recognizance on file it appears →

Jonathan Selden of South Hadley & Isaac Selden of ~~South Hadley~~ ^{the s^d Azariah Selden of Hadley and son of s^d Isaac now deceased} Hadley who appeared
 by his Guardians Parties in a rule entered at the last term, now come here. - And
 Timothy Dwight by Eleazer Porter by two of the Arbitrators to whom their said
 Demands were submitted, now bring their award into Court in these Words to wit
 "We do award and determine that there be paid out of the Estate of the s^d Isaac by the said
 Guardians the Sum of forty Shillings & eight Pence lawful money Damages in full
 Satisfaction of all the said Jonathan's Demands as aforesaid against the s^d Isaac
 with the Cost of the referees the amount of which to be adjusted by this Honorable
 Court and this to be an end of all said disputes and Controversies" - &c - And the same
 Report is accepted - Therefore it is Considered by the Court that the s^d Jonathan
 do recover against the Estate of the said Isaac in the hands and under the Administration
 of the s^d Azariah Adm^r. as aforesaid the Sum of two pounds & eight Pence of lawful
 money Damages and Cost of Court taxed at one pound 18/10. & he may have his Execution

Beldad Fowler of Westfield Plt. vs Samuel Taylor of Springfield Deft. in a plea
 of the Case (as may be seen at large on record of the last term) And now come here
 the said Parties by their respective Attornies to wit the Plt. by John Worthington Esq^r &
 the Deft. by Cornelius Jones Gent. And the s^d Samuel defends and pleads & says
 that he is not guilty in manner and form as the Plt. in his Declaration hath
 alleged and thereof he puts Himself on the Country - And the said Plt. likewise doth
 the same - After a full hearing of the said Parties by their Council learned in the Law
 the Case was committed to the Jury Mr. William Smith foreman and his fellows
 Who returned their Verdict therein upon oath in these words to wit "The Jury find for
 the Plt. One hundred thirty pounds Damages and Cost of Court. Therefore it is
 Considered by the Court that the said Beldad do recover against the said Samuel
 One hundred and thirty Pounds of lawful money Damages and Cost of Suit
 taxed at four Pounds 17/2 & he may have his Execution thereof"

The said Samuel by his said Attorney appeals from the Judgment of this Court the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next, & he recognises with sureties as the Law directs for the appellants prosecuting the appeal with effect as by the said Recognizance on file it appears.

David Field of Deerfield in the County of Hampshire Gent. Plt. vs Charles Catb. of Field Barnardston in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands five pounds & which the Deft. on the sixth day of May 1762 by his note of that date promised the Plt. on Demand with Interest till paid - & The Plt. by Daniel Jones Gent. his Att. appears. - The s^d Charles being three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said David do recover against the said Charles five pounds eighteen shillings and seven pence of lawful money Damages and Cost of Suit taxed at two pounds three shillings & seven pence & he may have his Exec. to Exon is 27th Aug^r 1765.

Elijah Williams of Deerfield in the County of Hampshire by Plt. vs Asa Fuller of Montague Williams in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands six pounds & which the Deft. on the third of August 1762 by his note for Value received promised to the Plt. or his order on Demand with interest but hath not paid & The Plt. by Daniel Jones Gent. his Attorney appears. The Deft. being three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said Elijah do recover against the said Asa seven pounds four shillings of lawful money Damages & Cost of Court taxed at two pound one shilling & nine pence & he may have his Exec. to Exon is 13th Sept. 1764.

Gideon Bardwell of Montague in the County of Hampshire yeoman Plt. vs Noah Baker of Sunderland in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands thirty pounds 2/6 3/4 which the Deft. on the 21st day of April 1762 by his note for Value rec. promised to the Plt. or his order by the first of June then next with lawful Interest for the same & The Plt. by Daniel Jones Gent. his Attorney appears. The said Noah being three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the s^d Gideon do recover against the s^d Noah nine pounds thirteen shillings and eleven pence one farthing of lawful money Damages and Cost of Suit taxed at two pounds & eleven pence & he may have his Exec. to Exon is 4th Jan^y 1765.

Thomas French of Deerfield in the County of Hampshire Plt. vs Josiah Solomon late of French Springshire in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands four pounds which the Deft. on the first of April 1762 by his note for Value received promised the Plt. by the first of April then next ensuing with Interest for the same & The Plt. by Daniel Jones Gent. his Att. appears. The s^d Josiah being three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said Thomas do recover against the said Josiah four pounds eleven shillings and seven pence two farthings of lawful money Damages and Cost of Suit taxed at two pounds one shilling & eleven pence & he may have his Exec. to Exon is 27th June 1765.

John Noyes of Sudbury in the County of Middlesex by Plt. vs Daniel Olds of Westfield in s^d County Noyes by Plt. vs Hampshire yeoman Deft. in a plea of the Case wherein the Plt. demands four pounds five shillings & four pence which the Deft. on the third day of May 1763 by his note for Value received promised the Plt. by the last of Sept. then next with use & he hath not paid it - The Plt. by Daniel Jones Gent. his Att. appears. The s^d Olds being three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said John do recover against the said Daniel Olds four pounds twelve shillings and a penny of lawful money Damages & Cost of Court taxed at two pounds eleven shillings & five pence & he may have his Exec. to Exon is 27th June 1765.

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W. Ham-
vi
burnham
Elijah Williams of Buryfield in the County of Hampshire vs James Burnham of Mon-
tague in the same County yernan Debt. in a plea of the Case wherein the Plt. demand
ten pounds 6^d which the Debt. by his note on the third of August 1762 for Value rec.
promised to the Plt. or his order on demand with Interest till paid but hath never
paid the same &c. The Plt. by Daniel Jones Gent. his Attorney appears - The
James being three times publicly called makes default of Appearance here -
Therefore it is considered by the Court that the said Elijah do recover against the
said James Eleven pounds two Shillings and Seven pence lawful money Damages
& Cost of Suit taxed at two pounds two Shillings & a penny. Exon u. 13th Sept. 1764

Idem
Scott
Elijah Williams of Buryfield in the County of Hampshire vs Abraham Scott of
Sunderland in the same County yernan Debt. in a plea of the Case wherein the Plt. de-
mands three Pounds 5^p which the debt. on the tenth of August 1762 by his note for Value
received promised the Plt. to pay him or order on demand with Interest till paid
but hath not paid the same &c. The Plt. by Daniel Jones Gent. his Attorney appears
The s. Abraham being three times publicly called makes default of Appearance here
Therefore it is considered by the Court that the s. Elijah do recover against the s.
Abraham Three pounds thirteen Shillings & five pence two farthings lawful money
Damages and Cost of Court taxed at two pounds one Shilling and a penny -
Exon u. 13th Sept. 1764

Bardwell
Gideon Bardwell of Montague in the County of Hampshire yernan plt. vs Abraham
Scott of Sunderland in the said County yernan debt. in a plea of the Case wherein the
Plt. demands twelve Pounds which the debt. on the tenth day of July 1764 by his note
for Value rec. promised the Plt. to pay him or his order on demand with Interest &c.
The Plt. by Daniel Jones Gent. his Att. appears - The Debt. being three times public
called to come into Court makes default of Appearance here. Therefore it is considered
by the Court that the said Gideon do recover against the s. Abraham Twelve
pounds two Shillings lawful money damages & Cost of Court taxed at two pounds
one Shilling & a penny & he may have his Exon do - Exon u. 14th Jan. 1765

Davis
Dexter
Beney Davis of Warwick in the County of Hampshire and province of y. Massachusetts-
Bay in New England yernan plt. vs Joseph Dexter of Warwick afores. yernan Debt.
in a plea of the Case wherein the Plt. demands seven pounds 11^s which the Debt. on the
16th of May 1763 by his note for Value received promised the Plt. on demand with
Interest - Also the further sum of four pounds 5^p which y. Debt. by his other note of y.
same date promised the Plt. on demand with Interest &c. - The Plt. by Daniel Jones
Gent. his Attorney appears - The s. Joseph being three times publicly called makes
default of Appearance here - Therefore it is considered by the Court that the s. Beney
do recover against the s. Joseph Seven pounds, eight Shillings and nine pence two
farthings & lawful money Damages & Cost of Suit taxed at two pounds 13^s 9^d -
Ex. u. 12th Mar. 1765. for Hampshire & Worcester.

Wright
Conkey
John Wright of Northampton in the County of Hampshire yernan Sole Executor of the
last Will and Testament of Hezekiah Wright late of the s. Northampton Shopkeeper
de. Plt. vs John Conkey of Pelham in the same County yernan Debt. in a plea
of the Case wherein the Plt. demands four Pounds six Shillings & six pence which
the Debt. on the sixteenth of November 1758 by his note for Value rec. promised the
s. Hezekiah then living by the first of May then next with Interest but never
paid the sum - sum & Interest to y. Hezekiah nor to the s. Executor &c. The plt. by
Simon Strong Gent. his Att. appears - The Debt. being three times publicly called
to come into Court makes default of Appearance here. Therefore It is considered
by the Court that the s. John the Executor in his s. Capacity do recover against
the

The said John the Debt. three pence four shillings and nine pence of lawful money Damages and Cost of Court taxed at one pound eighteen shillings & seven pence — Exon is 22^d Sept: 1764

Moses Graves of Hatfield in the County of Hampshire Gent: Plt. vs Isaac Foster of Dursfield in the same County yeoman Debt. in a plea of the Case wherein the Plt. demands thirteen Pounds four shillings and nine pence which the Debt. on the ninth day of August 1762 by his note for Value rec^d promised the Plt. by the first of April then next with the lawful Interest thereof. The Plt. by Simeon Strong Gent: his Att^r appears — The said Isaac being three times publicly called makes default of appearance here — Therefore it is considered by the Court that the said Moses do recover against the said Isaac Fourteen Pounds sixteen shillings & six pence lawful money Damages and Cost of Suit taxed at two pounds two shillings and seven pence and he may have his Exon thereof. Exon is 7th Sept: 1764

Moses Graves of Hatfield in the County of Hampshire Gent: Plt. vs John Train of Greenwich in the said County yeoman Debt. in a plea of the Case wherein the Plt. demands thirteen Pounds 6^d which the Debt. on the 16th day of April 1760 by his note for Value rec^d promised the Plt. on or before the first of May then next with Interest to — The Plt. by Simeon Strong Gent: his attorney appears — The s^d Train being three times publicly called makes default of appearance in Court — Therefore it is considered by the Court that the said Moses do recover against the said John Twelve pounds sixteen shillings of lawful money Damages and Cost of Suit taxed at two pounds and seven pence & he may have his Exon thereof. Exon is 7th Sept: 1764

Moses Graves of Hatfield in the County of Hampshire Gent: Plt. vs Samuel Wells S^r of Hatfield yeoman Debt. in a plea of the Case wherein the Plt. demands twenty two pounds 16^d which he says the Debt. on the 10th day of April 1758 by his note for Value rec^d promised the Plt. on demand with the Interest to. The s^d Moses by Simeon Strong Gent: his Att^r appears — The s^d Samuel being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Moses do recover against the said Samuel Eleven Pounds three shillings & five pence lawful money Damages and Cost of Suit taxed at one pound nineteen shillings and seven pence. Exon is 7th Sept: 1764

Moses Graves of Hatfield in the County of Hampshire Gent: Plt. vs Joshua Ballard of Hadley in the same County Gent: Debt. in a plea of the Case wherein the Plt. demands nine pounds seven shillings & seven pence which the Debt. by his note on the 13th day of August 1762 promised for Value rec^d to pay the Plt. on demand with the Interest to — The Plt. by Simeon Strong Gent: his attorney appears — The s^d Joshua being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Moses do recover against the said Joshua Seven pounds fifteen shillings and ten pence of lawful money Damages and one pound nineteen shillings & a penny of like money allowed him for his Costs. Exon is 7th Sept: 1764.

Solomon Boltwood of Amherst in the County of Hampshire yeoman & a Deputy Sheriff in the same County Plt. vs Samuel Marble of Winchester in the Province of New Hampshire yeoman Debt. in a plea of the Case wherein the Plt. demands three pounds five shillings which the Debt. on the first of July 1763 by his Note for Value rec^d promised the Plt. on demand with Interest to. The Plt. by Simeon Strong Gent: his Att^r appears — The s^d Marble being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the s^d Solomon do recover against the said Samuel Three pounds nine shillings & six pence of lawful money Damages and Cost of Court taxed at two pounds four shillings & three pence of like money & he may have his Exon thereof. Exon is 7th Sept: 1764

Pibbles } John Pibbles of Richam in the County of Hampshire yeoman Plt. v. Thomas Whiting of
Whiting } Shutebury in the same County yeoman Deft. in a plea of the Case wherein the Plt. demands three pounds four shillings which the deft. and one Connor Whiting on the tenth day of May 1763 by their Note for Value rec^d promised the Plt. to pay him or order by the tenth of September next ensuing y^e Date of s^d note with Interest &c but neither of them hath paid the same to The Plt. by Sirrnon Strong Gent. his Att^y appears - The said Thomas being three times publicly called to come into Court makes default of appearance here. Therefore it is Considered by the Court that the said John do recover against the said Thomas Three Pounds nine shillings lawful money Damages & Cost of Court taxed at Two pounds, one shilling & seven pence -
 Given in 15th Oct. 1764 -

Hamilton } Robert Hamilton of Chesterfield in the County of Hampshire yeoman Plt. v. Robert
Hamilton } Hamilton of Blanford in the same County yeoman deft. in a plea of the Case for that the Deft. at said Chesterfield on the first day of June last was indebted to the Plaintiff in the sum of forty nine pounds 15/11 lawful money for so much money by the Plt. for the Deft. at his special Instance and request there before that time paid out and expended and being so therein indebted he the Deft. then and there at Chesterfield aforesaid on s^d first day of June in Consideration thereof undertook and faithfully promised the Plt. to pay him the same sum on demand, Also for that the Plt. at s^d Chesterfield on the day and year last aforesaid had Wrought and laboured for the Deft. at his special Instance and request for and during the space of three years and six months in Consideration of which work and labour so done for the deft. by the Plt. as aforesaid he the deft. then and there undertook and faithfully promised the Plt. to pay him for said work and labour so much money as the Plt. reasonably deserved to have for the same on demand And the Plt. in fact says that he reasonably deserved to have of the deft. for the same work and labour the sum of twenty two pounds lawful money of all which the deft. then and there had notice yet the deft. tho' often requested hath never performed his said promises or either of them but neglects to do it to the damage of the Plt. as he says £75 -
 The said Parties by their respective attorneys come into Court and here in Court agree to submit the Case and all other demands at Law and in equity subsisting between them to the final Determination and Award of Josiah Dorney Nath^l Clark Jun^r and Solomon Hodderd all of Northampton Gentlemen, or of any two of them Arbitrators mutually elected by the said Parties to be made upon the Promises and returned into this Court so soon as may be, and the s^d Parties have a further day before the Lord the King here until the second Tuesday of Nov^r next

Chauncy } Josiah Chauncy of Amherst in the County of Hampshire by Plt. v. John Raa of Green-
Raa } wich in the same County yeoman Deft. in a plea wherein the Plt. demands against the Deft. certain lands in Greenwich, as is fully declared in the Plt. Writ - The s^d Josiah being three times publicly called to come into Court was Nonfuit And the s^d John being in like manner called did ^{not} appear - And the Action is Dismissed -

Childs } Jonathan Childs of New Salem in the County of Hampshire yeoman Plt. v. Noah Baker of
Baker } Sunderlands in the same County yeoman deft. in a plea of the Case wherein the Plt. demands nine pounds nine shillings & eight Pence which the deft. on the first of February 1764 by his note for Value rec^d promised him to pay him by the first of April then next with the Interest &c Also the further sum of three pounds 4^s which the Deft. on the 10th day of February aforesaid by his other note promised the Plt. on demand with Interest &c The Plt. by Sirrnon Strong Gent. his Att^y appears. The s^d Noah being three times publicly called to come into Court makes Default of appearance here -

Therefore it is considered by the Court that the said Jonathan do recover against the said
Joah Thirteen pounds two shillings and five pence half penny of lawful money Damages
and Cost of Court taxed at two pounds one shilling and three pence - Given in 22nd Sept. 1764.

William Rogers of Greenwich in the County of Hampshire yeoman Plt. vs William Rogers
son of Hadley in the same County yeoman Deft. in a plea of the Case wherein the Plt. ^{Rogers}
demands four pounds sixteen shillings and ten pence which the Deft. on the sixth of June
1762 by his note for Value rec^d promised the Plt with the Interest thereof on demands.
The Plt. by Sir Isaac Strong Gent. his Att^r appears. The said William the Deft. being
three times publicly called makes default of Appearance here - Therefore it is Con-
sidered by the Court that the said William Rogers do recover against the said William
son four pounds sixteen shillings and two pence two farthings lawful money
Damages and Cost of Court taxed at two pounds two shillings and a penny -
Given in 6th Sept. 1764 -

John Wright of Northampton in the County of Hampshire yeoman Sole Executor of the
last Will and Testament of Hezekiah Wright late of said Northampton Shopkeeper ^{Wright}
Plt. vs Samuel Judd Jun^r of Northampton afores^d yeoman and Deft. in a plea of ^{Judd}
the Case for that said Samuel at said Northampton on the third day of November
1759 by his note for Value received promised said Hezekiah then living to pay
him three pounds lawful money on or before the first day of May then next with
with the lawful Interest for the same till paid yet the said often requested he never paid
the same or any part thereof to the said Plaintiff while he lived nor hath he paid
the same to the said Executor since the death of the said Hezekiah for any part thereof tho
by him often thereto requested but he deny, to do it to the Damage of the said John
in his Capacity afores^d £6. - The before named Parties by their respective Attornies
come into Court now here and agree to submit this Case and all other demands, sub-
sisting between the said Parties to the final Determination and award of Ebenezer
Vernoy Ebenezer Hunt and William Lyman all of the said Northampton Gen-
tlemen, or of any two of them Arbitrators mutually elected by the said Parties to
be made upon the Premises and returned into this Court so soon as may be, and the
said Parties have a further day before the Lord the King here until the second Tuesday
of November next ensuing &c

Peter Smith of Amhurst in the County of Hampshire yeoman Plt. vs David Goddard ^{Smith}
of Athol in the County of Worcester yeoman Deft. in a plea of the Case for that said David ^{or}
said Amhurst on the 19th day of November 1762 by his note for Value rec^d promised Goddard
said Peter to pay him one hundred and forty six pounds nine shillings and four pence
lawful money within twelve months from the date of said note with the lawful Interest
for the same till paid yet the said often requested hath never paid the same
or any part thereof but unjustly deny, to do it to the Plt's damage £170. -
The Plt. by Sir Isaac Strong Gent^r his Attorney appears - And the said David by
John Worthington by his Att^r also comes here and defends the same and Injury when
and referring to himself Liberty to waive his Demurrer upon the Trial of if appeal
and to make any new plea says that the Plt's declaration and the matters therein
contained are insufficient in law and that he the deft hath no need nor is he holden
by the Laws of the Land to make any answer thereto all which the deft. is ready to verify
whereof he pray, Judgment & that his Costs be adjudged him - And the Plt. consenting
to the above Reservation says that his Declaration afores^d is good and sufficient in law
to oblige him the said David to answer thereto, and because the said David hath not in
any manner denied or contradicted the same the Plt. pray, Judgment and that his
Damages and Costs may be adjudged him - Thereupon

Thereupon the Premises being read and by the Justices of our said Lord the
 Smith } King now here fully understood for that it seems to the said Justices of our said
 Goddard } Lord the King that the Declaration aforesaid of the said Peter Smith and the
 matter therein contained are good and sufficient in Law to maintain y^e Action
 of the s^d Peter thereupon against the said David Goddard and that he ought to
 receive his damages against the s^d David - Therefore it is Considered by y^e Court
 that the s^d Peter do recover against the s^d David One hundred and Sixty one
 pounds nineteen shillings and four pence of lawful money Damages &
 Two pounds four shillings and one penny allowed him with his apent for his
 costs & expenses about this suit & he may have his Execⁿ &c - The s^d David by his
 said Attorney appeals from the Judgment of this Court to the superiour
 Court of Judicature to be holden at Springfield for and within the County of
 Hampshire on the fourth Tuesday of September next and he recognises with-
 Sureties as the Law directs for the Appellants prosecuting the Appeal with-
 effect as by the said Recognizance on file it appears -

Chamberlain } Thomas Chamberlain of Wiltmoreland in the Province of New Hampshire yeoman
 Plaintiff } v^s Joseph Burt late of Northfield in the County of Hampshire yeoman Deft. in
 a plea of the Case wherein the Plt. demands two hundred and fifty pounds which the
 the deft. on the 24th day of Dec^r 1762 by his note for value rec^d. promised the Plt. by the
 first of April 1764 with y^e lawful interest thereafter &c - The Plt. by Elisha Porter Gent. his
 Att^r appears - The s^d Joseph being three times publicly called makes default of
 Appearance here - Therefore it is Considered by the Court that the Plt. do recover
 the said Joseph the debt afores^d forty five pounds three shillings and two pence
 lawful money damages and cost of suit taxed at Two pounds Sixteen
 shillings and a penny &c - Execⁿ is 10th Sept: 1764 -

Porter } Eleazer Porter of Hadley in the County of Hampshire by v^s John Patterson of Greenwich
 Plaintiff } in the same County husbandman Deft. in a plea that the deft. render to the Plt. four
 pounds twelve shillings and four pence which the deft. on the Eleventh of Jan^r
 1758 by his bond under his hand & seal of that date obliged himself to pay the plt.
 on demand &c - The s^d Eleazer by Elisha Porter Gent. his attorney appears - The said
 John being three times publicly called makes default of Appearance in Court
 Therefore it is Considered by the Court that the said Eleazer do recover against the
 said John Three Pounds two shillings & two pence three farthings of lawful money
 Debt, (Which is the sum found to be due upon an equitable Chauncery of the said
 bond) and one pound seventeen shillings & five pence allowed him with his
 apent for his costs and Charges &c

Porter } Sarah Porter Gentlewoman & Eleazer Porter by both of Hadley in the County of Hamp-
 Plaintiff } shire Executors of the Last Will & Testament of the hon^{ble} Eleazer Porter by late of s^d
 Fiske } Hadley Deceased Plt. v^s Nathan Fisk of Greenwich in the same County husband-
 man deft. in a plea that the deft. render to the Plt. three Pounds lawful money
 which the s^d Nathan by his bond under his hand and seal of the 23^d day of April
 1751 bound himself to pay to the s^d Eleazer de^d, then alive, on demand but never
 paid the same to the s^d de^d nor to the s^d Executors since his death &c - The Plt. by
 Elisha Porter Gent. their Attorney appear - The said Nathan being three times
 publicly called to come into Court makes default of Appearance here - Therefore
 it is Considered by the Court that the s^d Executors in their s^d capacity do recover ag^t
 the said Nathan Two pounds seven shillings & six pence two farthings lawful money
 the sum due upon a Chauncery of y^e s^d bond & Debt & cost of suit taxed at one pound
 eighteen shillings and a penny -

Ebenezer Williams of Dorset in the County of Windham in the Colony of Connecticut
vs Thomas White of New Salem in the County of Hampshire yeoman deft. ^{Williams or White}
in a plea of the Case wherein the Plt demands three pounds seven shillings & eight pence which the deft. on the 27th of August 1762 by his note for Value received promised the Plt. to pay to him or his order with Interest within six months & The Plt. by Elisha Porter Gent. his Att. appears. The s^d Thomas being three times publicly called to come into Court makes default of appearance here. Therefore it is Considered by the Court that the s^d Ebenezer do recover against the said Thomas three pounds fifteen shillings and nine pence half penny lawful money damages and Cost of Suit taxed at two pounds nine shillings and eleven pence. Exon is 10th Sept. 1764.

Silas Adam of Ware in the County of Hampshire yeoman Plt. vs Moses Evans of ^{Adam or Evans}
Warwick in the same County yeoman deft. in a plea of the Case wherein the plty. demands six pounds ten shillings & two pence which the Deft. on the first of May 1762 by his note for Value rec^d promised the plt. together with the Interest by the first of May then next & The Plt. by Elisha Porter Gent. his Att. appears. The deft. being three times publicly called doth not come but makes default of appearance. Therefore it is Considered by the Court that the said Silas do recover against the said Moses seven pounds and six pence two farthings lawful money Damages and Cost of Court taxed at one pound seventeen shillings & seven pence. Exon is 20th Sept. 1764.

Moses Graves of Hatfield in the County of Hampshire Gent. plt. vs Aaron Leonard of ^{Graves or Leonard}
Sunderland in the same County yeoman Deft. in a plea of the Case wherein the plt. demands against the deft. three pounds five shillings which he on the twelfth of August 1762 by his note for Value rec^d promised to the plt. with the lawful Interest on demand & The Plt. by Mr. Elisha Porter his Att. comes here. The s^d Leonard being three times publicly called doth not come but makes default of appearance here. Therefore it is Considered by the Court that the said Moses do recover against the said Aaron three pounds twelve shillings and six pence lawful money damages & Cost of Court taxed at one pound eighteen shillings & two pence. Exon is 4th Sept. 7th 1764.

Jonathan Warner of Hadley in the County of Hampshire Trader Plt. vs Ebenezer Hill of ^{Warner or Hill}
Pelham in the same County yeoman Deft. in a plea of the Case for that the s^d Ebenezer on the 11th of April last by his note for Value rec^d promised the Plt. five pounds seventeen shillings with the Interest by the first of August then next but hath not paid it. The Plt. by Elisha Porter Gent. his Att. appears. The s^d Ebenezer being three times publicly called to come into Court makes default of appearance here. Therefore it is Considered by the Court that the said Jonathan do recover against the s^d Ebenezer five pounds nineteen shillings & six pence half penny lawful money Damages and Cost of Court taxed at one pound eighteen shillings & a penny. Exon is 17th Sept. 1764.

Isaac Harmon of Newbury in the Province of New Hampshire Gent. Plt. vs Joseph Holmes of ^{Harmon or Holmes}
Hatfield in the County of Hampshire yeoman deft. in a plea of the Case wherein the Plt. demands nine pounds which the deft. on the twenty second day of July 1762 by his note for Value rec^d promised the plt. to pay him within four months but hath not paid it. The Plt. by Elisha Porter Gent. his Att. appears. The s^d Joseph being three times publicly called makes default of appearance here.

Therefore it is Considered by the Court that the said Isaac do recover against the said Joseph six pounds twelve shillings of lawful money Damages and Cost of Suit taxed at three pounds twelve shillings and five pence and he may have his Exon thereof. Exon is 10th of September 1764.

Goodrich } *Elizur Goodrich* Junr of Wetherfield in the County of Hartford in the Colony of Connecticut
vs } *Marinae Plt. vs Jonathan Phelps* of Northampton in the County of Hampshire
Phelps } *German debt in a plea of the Case for that y^e debt on the 9th of June last by his*
note for Value rec^d promised the Plt. fifteen pounds 15^s with y^e interest on demand but
hath not paid it & The Plt. by Elisha Porter Gent. his Attorney appears - The
said. b^t being three times publicly called makes default of Appearance here.
Therefore it is considered by the Court that the said Elizur do recover against the
said Jonathan fifteen pounds nineteen shillings and four pence three farthings
lawful money damages and Cost of Suit taxed at two pounds & seven pence.

Billing } *Fellowes Billing* of Sunderland in the County of Hampshire Gent. Plt. vs *William Jones*
vs } *of Hadley in the s^d County German Debt in a plea of the Case for that the debt on the*
seventh day of Nov^r last by his note for Value rec^d promised the Plt. twenty four pounds
lawful money in Return at y^e cash price to be delivered at Hadley on the eighth day of Dec^r
then next & yet the debt hath never performed his s^d promise & The Plt. by Elisha
Porter Gent. his Attorney appears. The s^d William being three times publicly called
to come into Court makes default of Appearance here. Therefore it is considered
by the Court that the said Fellowes do recover against the said William eight pounds
eight shillings of lawful money damages and Cost of Court taxed at one pound
nineteen shillings and a penny Exon is 10th Sept. 1764

Phelps } *John Phelps* of Westfield in the County of Hampshire Gent. Plt. vs *Peter Roe* of the same
vs } *Westfield German debt in a plea of the Case for that the debt there on the tenth of January*
last by his Note for Value rec^d promised the plt. to pay him or order three pounds ten
shillings with the Interest on demand, also for that the debt there by his other note on
the 21st of July last promised the Plt. for Value rec^d to pay him or order eleven shillings
& six pence with y^e Interest on demand &c. The Plt. appears - The s^d Peter being three
times publicly called to come into Court makes default of Appearance here -
Therefore it is considered by the Court That the said John do recover against
the said Peter four pounds four shillings & three pence two farthings lawful money Dam^s
and Cost of Court taxed at one pound fifteen shillings and nine pence &c -

Smear } *Benezzer Smear* of Greenfield in the County of Hampshire German Plt. vs *John Noble*
Noble } *of Westfield in the said County German Debt in a plea of the Case for that the Debt on the*
eleventh day of August 1762 by his note for Value promised together with Josiah Noble and
Eli Noble the Plt. to pay him or order ten pounds together with the lawful Interest by the
13th day of Sept^r 1763 but has not, nor hath either of them paid the same. The Plt. by
John Phelps Gent. his Attorney appears. The Debt being three times publicly called to
come into Court makes default of Appearance here. Therefore it is considered
by the Court that the said Benezzer do recover against the said John nine pounds
two shillings and five pence two farthings lawful money Damages and Cost of Court
taxed at two pounds three shillings and a penny. Exon is 30th of Oct. 1764 -

Monck } *John Monck* of Westfield in the County of Hampshire Gent. Plt. *William Bodley* of Gran-
vs } *vile in the same County German Debt in a plea of the Case for that the debt on the 20th*
Bodley } *day of April 1763 by his note for Value rec^d promised the plt. to pay him or order two*
pounds 15^s 6^d with the Interest on demand but hath not paid the same &c. The Plt. by
John Phelps Gent. his Att^r appears. The s^d William being three times publicly
called to come into Court makes Default of Appearance here. Therefore it is
considered by the Court that the s^d John the Plt. do recover against the s^d William
three pounds of lawful money Damages & Cost of Court taxed at one pound
fifteen shillings and nine pence & he may have his Exon so Exⁿ is 26th of Oct. 1764.

Bancroft } content and pay him the said two pounds six shillings and two pence whenever after
Noble } he the said Afa should be thereto required. And also for that the said Afa the same Day &
 year abovesaid at said Westfield being justly indebted to the said John in the further
 sum of two pounds six shillings and two pence lawful money for so much money
 lent to the said Afa at his special Instance and request by the said John according to
 the Account annexed to the Plt. Writ & then and there in consideration thereof the Deft.
 promised the Plt. to pay him the said sum on demand yet the Deft. tho' often
 requested hath not fulfilled either of his said promises but he wholly deny's to do
 it to the Damage of the said John three pounds. The Plt. by John Phelps Gent. his
 Attorney appears. And the said Afa Noble by John Worthington by his Attorney
 comes and defends & and for plea saith that he never promised in manner and
 form as the Plt. in his Declaration hath alleged and thereof puts himself on the
 Country. And the said Plt. likewise doth the same. The said Parties having had a
 full hearing by their Council learned in the Law the case is committed to a Jury
 sworn according to Law viz. Mr. William Smith foreman and his fellows who upon
 their oath declare that they find for the Plt. the sum of two pounds six shillings and
 two pence Damages and Cost of Court. Therefore it is considered by the Court
 that the said John Bancroft do recover against the said Afa Noble two pounds six
 shillings and two pence of lawful money Damages and Costs of suit taxed at three
 pounds one shilling and seven pence & he may have his Exec. thereof. *Given in 18th*
Sept. 1764

Mills } Ebenezer Mills of Simsbury in the County of Hartford in the Colony of Connecticut
or } Gent. Plt. vs Asahel Owen of Westfield in the County of Hampshire yeoman Deft. in
Owen } a plea of the case for that the Deft. at Westfield abovesaid on the last Day of June
 last being justly indebted to the Plt. in the sum of three pounds eight shillings and
 seven pence lawful money for sundry Goods Wares and Merchandises there before
 that time sold and delivered by the Plt. to the Deft. at his special Instance & request
 according to the acc't annexed to the Plt. Writ and then and there in consideration
 thereof the Deft. promised the Plt. to pay him the said sum on demand yet the Deft.
 tho' often thereto requested hath never paid the same or any part thereof but he
 wholly deny's to do it to the damage of the said Ebenezer as he says the sum of four
 pounds. The Plt. by John Phelps Gent. and the Deft. in his proper person come into
 Court now here and submit this case and all other Demands in Law and in equity and
 all controversies of whatsoever Nature subsisting between the said Parties to the final
 Determination and Award of Messieurs John Shepard Daniel Mosely & W^m Sacket
 all of the said Westfield or any two of them (Arbitrators mutually chosen by the
 parties) And it is ordered that the said Arbitrators at some convenient time & place
 by them to be assigned for this purpose do hear the said Parties consider the case and
 the other matters submitted to them as aforesaid, make their award thereon and
 bring the same into this Court so soon as may be and the same award will be
 final & the Action with the proceedings therein is continued &c.

Dyar } John Dyar of Westfield in the County of Hampshire yeoman Plt. vs Asahel Strong lately
or } of Westfield afores. now of Pittsfield in the County of Berkshire yeoman Deft. in a plea
Strong } of the case wherein the Plt. demands Six pounds 7s. which the Deft. on the second day of
 May last at Westfield afores. by his note for Value received promised the Plt. to pay him
 on Demand with Interest &c. The Plt. by John Phelps Gent. his Att. comes here -
 The Deft. being three times publicly called to come into Court makes Default of
 appearance here -
 Therefore

Therefore it is considered by the Court that the said John Dyer do recover against the said Ezra Strong five pounds thirteen shillings and six pence of lawful money Damages and Cost of Court taxed at two pounds one shilling & seven pence of like money he may have his Execution therefor. Exec. u. 19th Oct. 1764

Jedidiah Dewey of Bennington in the province of New Hampshire Clerk & Martin Dewey's
Dewey of Ansonia Precinct in Dutchess County in the province of New York yeoman Executors
of the last will and Testament of Martin Dewey lately of said Ansonia King's
Precinct Gentleman deceased Plt. vs Anos Thinsley of a place commonly known
and called by the name of Number four in the County of Berkshire yeoman Deft.
in a plea of the case wherein the Plt. demand six pounds 11/ which the deft. on the
1st day of July 1760 by his note promised the said Testator then living to pay to him
or his order on demand with Interest but never hath paid the same. The Plt.
by John Phelps Gent. his attorney appear. The said Anos being three times
publicly called to come into Court makes default of appearance in Court.
Therefore it is considered by the Court that the said Jedidiah & Martin
Executors afores. do recover against the said Anos eight pounds two shillings &
six pence three farthings of lawful money damages and Cost of Court taxed
at two pounds nineteen shillings and three pence to Exec. u. 26th Sept. 1764

James Baird of Blanford in the County of Hampshire yeoman Plt. vs
Joseph Wright of Pittsfield in the County of Berkshire yeoman Deft. in a plea of
the case wherein the Plt. demands five pounds 12/8 which the deft. on 4th 26th of
August 1763 by his note for Value received promised the Plt. to pay him or Order
in Durland with Interest &c. The Plt. by John Phelps Gent. his attorney appear.
The Deft. being three times publicly called makes default of appearance in Court.
Therefore it is considered by the Court that the said James do recover agt.
the said Joseph five pounds nineteen shillings & two pence three farthings lawful
money Damages and Cost of Court taxed at two pounds four shillings and
one penny he may have his Execution therefor

Oliver Warner of Hadley in the County of Hampshire yeoman and a
Deputy Sheriff under Oliver Partridge Esq. Sheriff of the s^d County Plt. vs John
Train of Greenwich in the said County yeoman Deft. in a plea of the case
wherein the Plt. demands three pounds 2/5 which the Deft. on the 23^d day of
Aug^r last past by his note for Value rec^d. promised the Plt. to pay him on de-
mand with Interest &c. The Plt. by Eliza Porter Gent. his Att^r appears —
The Deft. being three times publicly called to come into Court makes default
of appearance here. Therefore it is considered by the Court that the s^d Oliver
do recover against the said John three pounds six shillings and one penny
two farthings of lawful money Damages and Cost of Court taxed at one
pound sixteen shillings and five pence he may have &c. Exec. u. 10th Sept. 1764

Charles Granger of Suffield in the County of Hampshire Innholder Plt. vs
Timothy Burbank of Springfield in the said County yeoman Deft. in a plea of &c.
Case for that the deft. at said Springfield on the last day of July last being justly
indebted to the Plt. in the sum of three pounds three shillings and seven pence
of lawful money for sundry articles of Account there before that time sold and
delivered by the Plt. to the Deft. at his special Instance and request according to
the Account annexed to the Plt. Writ & then and there in consideration thereof
promised the Plt. to pay him the said sum on demand yet the deft. tho' often re-
quested hath never paid the same but unjustly refuses to do it to the Plt. Damages &c. The

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The before named parties come here and with the leave of the Court agree
that the case shall be continued until the next term with the agreement of
the Plt. that the deft. may then bring his account into Court and that of same
shall then have the Effect it would have had if filed according to Law
And the said Case is continued &c

Jury's
Duty
Noble
Jedidiah Duvey Clerk and Martin Duvey yeoman both of Armenia
Precinct in Dutchess County in the Province of New York Executors of the last
Will and Testament of Martin Duvey late of said Armenia Gent: dec: Plt: vs
Asa Noble of Westfield in the County of Hampshire Gent: Def: in a plea of
the Case wherein the Plt. demand four pounds 5s. which the Def: on the fifth day
of July 1758. by his note for Value rec: promised the S: Martin the Testator to pay on
demand with Interest, & also the sum of one pound 10s. which the Def: on y: 20th day
of June 1759 by his note for Value rec: promised the S: Testator then living to pay
him on demand with Interest; yet the deft. never performed the same promises
to the Testator while he lived nor to y: Executors since his death &c

The Plt: by Mark Hopkins Gent: their Att: appear. The deft. being three
times publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the before named Executors
do recover against the said Asa six pounds fifteen shillings and eight pence
of lawful money Damages and Costs of Suit taxed at two pounds ten shillings
and nine pence & they may have their Exec: &c Exec: in: 27th Sept. 1764.

Jury's
Duty
Jedidiah Duvey Clerk and Martin Duvey yeoman both of Armenia precinct
in Dutchess County in the Province of New York Executors of the last Will and Testament
of Martin Duvey late of said Armenia Precinct Gent: dec: Plt: vs John Dyar
yeoman and Ezra Clap Gentleman both of Westfield in the County of Hamp-
shire Def: in a plea that the deft: render to the Plt: five hundred & thirty four pounds
lawful money which they by their bond dated y: 1st day of Aug: 1761 bound them-
selves to the S: Testator to pay to him on demand but never paid to him
while he lived nor to them since his death &c The Plt: by Mark Hopkins Gent: their
Att: appear. The Def: being three times publicly called to come into Court
make default of Appearance here. Therefore it is Considered by y: Court
that the said Jedidiah & Martin the S: Executors do recover in that Capacity
against the said John and Ezra the sum of one hundred and one pounds
seventeen shillings and eight pence of lawful money Debt: being the sum
due upon an equitable (charity of y: said bond) and Costs of Suit taxed at two
pounds twelve shillings and nine pence & they may have their Exec: &c
Exec: in: 27th Sept. 1764.

Jury's
Duty
Jedidiah Duvey Clerk and Martin Duvey yeoman both of Armenia Precinct in
Dutchess County in the Province of New York Executors of the last Will & Testament of
Martin Duvey late of Armenia precinct aforesaid Gent: dec: Plt: vs Joseph Miller yeoman
John Tibbels yeoman and Timothy Robinson yeoman all of Granville in the County of
Hampshire Def: in a plea that the deft: render to the Plt: one hundred and eighty six
pounds and thirteen shillings Which from the Plt: they the deft: unjustly detain
& wherein the Plt: say that the deft: at Granville aforesaid on the twelfth day of July
anno Domini 1762 by their bond of that date well executed under their hands and
seals in Court to be produced bound themselves by the names of Joseph Miller John
Tibbels and Timothy Robinson all of Granville in the County of Hampshire and
Province of the Massachusetts Bay in New England Husband & Wife unto the S: Martin
deceased who was then living by the name of Martin Duvey of Armenia precinct

in the Government of New York in the Sum of one hundred eighty six pounds {Dewey's
thirteen Shillings to be paid to the said Martin deceased or his Executors on or before {Estate
the Twelfth day of July then next ensuing the date of said bond viz by the twelfth {Miller &
day of July 1763 yet the defendants tho' often thereto requested never paid of same
the said Martin dec^d or his Executors before his the same Martin's Death nor did
either of them pay the same nor have the defendants to this day since the death of
the said Martin dec^d paid said Sum to the Pl^t's Executors as aforesaid nor to either
of them nor have either of the Def^s paid the same tho' they have been thereto often requested
by the Pl^t but the Def^s and each of them unjustly neglect to pay the same to the damage
of the said Executors & 187th. — The said Plaintiffs by Mark Hopkins Gent^l their Attorney
come here But the said Joseph John and Timothy do not nor doth either of them
come here tho' three times solemnly called & — Therefore it is considered by the
Court that the said Jedediah & Martin Executors as aforesaid in the said Capacity
do recover against the said Joseph John & Timothy the Sum of Seventy eight
pounds thirteen Shillings and six pence two farthings of lawful money Debt &
Costs of Suit taxed at two pounds fifteen Shillings & Eleven pence & they may
have their Execution &c — Afterwards the said John Joseph & Timothy come by
John Phelps Gent^l their Att^y before y^e Court now here and appeal from y^e Judgment
of this Court to the Superior Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of September
next and recognizeth with Sureties according to Law for their prosecuting the
said Appeal with effect as by the Recognizance on file appears —

Jedediah Dewey Clerk & Martin Dewey yeoman both of Armenia Precinct in {Jedediah
Ruthef's County in the Province of New York Executors of the last Will & Testament {or
of Martin Dewey late of said Armenia Gent^l dec^d Pl^t vs Unathan Smith {Smith
of Granville in the County of Hampshire yeoman Def^t in a plea of the Case
for that the said Unathan at Springfield aforesaid on the sixteenth day of Oct^r
2^d 1762 by his note for Value received promised the said Martin dec^d, then alive,
to pay him or his order fifty six pounds three Shillings & six pence two farthings of
the lawful money of the Province of New York, which is equal to forty two pounds
2^d 1/4 of the lawful money of this Province, on demand with lawful Interest
for the same till paid yet the said Unathan tho' he was often thereto requested
never paid the same to the said Martin dec^d while he was alive, nor hath he y^e
Def^t paid the same to the Pl^t or either of them or fulfilled his said promise, since
the Death of the same Martin dec^d but tho' often requested he unjustly neglects
it to the damage of the said Executors & 182th. — The Pl^t by Mark Hopkins Gent^l
their Att^y appear — the s^d Unathan being three times publicly called makes
Default of appearance here — Therefore it is considered by the Court that the
before named Executors do in their said Capacity recover against the said Unathan
the Sum of Twelve pounds fifteen Shillings and three pence of lawful money &
Costs of Suit taxed at two pounds twelve Shillings and seven pence and
they may have their Execution &c — Afterwards the same Unathan by Cornelius
Jones Gent^l his Attorney comes before the Court now here and appeals from the
Judgment of this Court to the Superior Court of Judicature & to be holden at
Springfield for and within the County of Hampshire on the fourth Tues-
day of September next ensuing and the same Cor^t Jones recognizeth according
to Law for the said Unathan's prosecuting the Appeal with effect there
as by the Recognizance on file may be seen.

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Bush } David Bush of Pittsfield in the County of Berkshire yeoman Plt. vs David
Bagg } Bagg of Mansfield in the County of Hampshire yeoman Deft. in a plea of the
case wherein the Plt. demands eight pounds which the Deft. David Bagg by his note on the 23^d of
Oct. 1760 promised the Plt. on Demand with Interest, and the further sum also of thirteen
shillings which the Plt. by Mark Stephens Gent. his Att. appears. The Deft. Bagg tho'
with Interest to the Plt. by Mark Stephens Gent. his Att. appears. The Deft. Bagg tho'
three times solemnly called to come into Court makes default of appearance here.
Therefore it is considered that the said Bush do recover against the said Bagg ten
pounds eleven shillings of lawful money Damages and Costs of Suit taxed at
two pounds two shillings & five pence & he may have his Exon^r is. 28th Oct. 1764
2^d 3^d June 1765

Rich } Thomas Rich of Brookfield in the County of Worcester yeoman Plt. vs David Pulpi-
Pulphus } pher of Ware in the County of Hampshire yeoman Deft. in a plea of Trespass on the
case wherein the said Thomas declares that at Springfield aforesaid on the fourth day of
May last past the s^d David sold and delivered to him the s^d Thomas as his the said
David's property & to late a certain dark brown or black coloured mare, which he then
had in his possession, & then there solemnly affirmed that she was so, in consideration
whereof the said Thomas bought the s^d Mare of the s^d David & gave him up a certain
promissory note on which there was due & payable from him to the s^d Thomas
ten pounds eight shillings and eight Pence, and that at the time of the said
affirmation and purchase the same Mare was the property of one Timothy
Kimball who afterwards on the 24th day of May aforesaid at said Springfield took
& led away the said Mare where by the Plt. has wholly lost her & also been at
great expense to keep her in his possession all which is to the Damage of the
said Thomas &c. &c. as may be seen more fully declared in the Writ on file.
The Plt. by Moses Blis Gent. his Att. comes here. The Deft. tho' three times
solemnly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the Plt. do recover against the said
David ten pounds eight shillings and eight Pence of lawful money Damages and
Costs of Suit. He may have his Exon^r

Pease } Ephraim Pease of Enfield in the County of Hampshire Gent. Plt. vs James
Wilson } Wilson of Springfield aforesaid yeoman Deft. in a plea of the case wherein the
Plt. demands five pounds two shillings & 1^d which the said James on the fourth of
June 1763 by his note for Value received promised the Plt. on Demand with interest to
the Plt. by Moses Blis Gent. his Att. comes here. The s^d James being three
times publicly called makes default of appearance here. Therefore it is
considered by the Court that the said Ephraim do recover against the s^d James
five pounds nine shillings and eight Pence three farthings of lawful money
Damages and Costs of Suit taxed at thirty one Shill' & three pence & Exon^r is. 30th Oct.
1764

Pease } Ephraim Pease of Enfield in the County of Hampshire Gent. Plt. vs Noah
Conroy } Conroy of Springfield in the s^d County yeoman Deft. in a plea of the case wherein
the Plt. demands forty five Shill' which the s^d Noah by his note of the 28th of Sept.
1750 promised one Ebenezer Coomes or his order three months after that time
who afterwards ordered of same by Plt. & as is declared more fully in Writ.
The Plt. by Moses Blis Gent. his Att. appears. The s^d Noah tho' three times
publicly called makes default of appearance here. Therefore it is considered
by the Court that the said Ephraim do recover against the s^d Noah forty five Shill'
of lawful money Damages & Costs of Suit taxed at thirty two Shill' & three pence
& he may have his Exon^r is. 22^d Sept. 1764

Edward Giles of Springfield in the County of Hampshire yeoman p^{lt}. vs. Israel (Giles)
Phelps of the same town yeoman def^t. in a plea of the Case for that whereas one Daniel (Phelps)
caspar said Springfield on the 24th day of Dec^r last past made his certain promise
by note in writing with his own proper hand subscribed thereto whose date is the day
and year last mentioned & delivered the same to said Israel whereby the said Daniel
for Value received promised the said Israel to pay him or his order two pounds three
shillings lawful money on or before the 25th day of January then next ensuing and
to pay him the lawful Interest for the same from the said 24th day of January
the said sum should not be paid by that time and afterwards that is to say on
the sixteenth day of July last past and before the payment of the contents of s^d note or
any part thereof by the said Daniel and the same being then wholly due & payable
the said Israel at Springfield aforesaid he the said Israel made his Indorsement
in writing on said note with his own proper hand subscribed thereto and thereby
created and appointed the said Daniel to pay the contents of said Note to one Sol-
omon Cotton or his Order for Value received of him and whereof the said Daniel then
and there instantly had Notice And afterwards that is to say on the Twenty third
day of July afores^d and before the payment of the contents of said note or any part
thereof the same being then wholly due and payable to said Solomon Cotton at
said Springfield he the said Solomon by his Indorsement in Writing on s^d note
with his own proper hand subscribed thereto directed and appointed the payment
of the contents of said note then wholly due and unpaid to be made by the said
Daniel to y^e P^{lt} for Value received of him whereof the p^{lt}. then and instantly gave
to said Daniel Notice which said note with the several Indorsements aforesaid he
the p^{lt}. afterward shewed to the said Daniel Dease that is to say on the eleventh day
of August Current at said Springfield and then and there requested him the said
Daniel to pay him the P^{lt}. the contents of the same note according to the Tenor and
purport of said note and the several Indorsements aforesaid but the said Daniel
then and there refused to pay the said P^{lt}. the same of which the p^{lt}. afterward
that is to say on the thirteenth day of August current at said Springfield gave the s^d Daniel
notice and the contents of said note or any part thereof not having been paid by the said Daniel
the said Israel then and there by reason thereof was and became liable and chargeable by
Law to pay the P^{lt}. the contents of said Note whenever afterwards he should be thereto
required and being so liable and chargeable in consideration thereof the said Israel then
and there undertook and faithfully promised the p^{lt}. to pay him the same whenever he should
be thereto required And also for that said Israel at said Springfield on the thirteenth
day of August Current was justly indebted to the said Edward the P^{lt} in the sum of fifty
shillings lawful money for the same sum there before that time had and received by the
said Israel of the P^{lt} for the use of the p^{lt}. and being so indebted the said Israel then and
there in consideration thereof promised the p^{lt} to pay him the same on demand yet the
said Israel tho' often requested hath never paid the p^{lt}. either of said sum or any part
thereof or any way fulfilled either of his said promises but neglects and refuses to pay
the same to the Damage of the said Edward &c. The parties were here and agree to
refer the Case to the final Determination and Award of Daniel Murt by George Pyntion
& Isaac Cotton Gentlemen, or any two of them, Arbitrators mutually elected by the parties,
to be made upon the promises and returned into this Court at this Term, which s^d Referees
afterwards to wit now at this same Term bring their Award upon the promises into Court in
these Words that is to say We do adjudge award and Determine that the within named Edward
Giles do pay to the within named Israel Phelps cost of Court and also the Cost before us being 13^s. 6^d.
Therefore it is considered by the Court that the said Israel Phelps do recover against the P^{lt}.
Giles three pounds three shillings lawful money allowed him for his costs & expenses in defending
this Suit and he may have his Execution thereof
Done at 27th Sept. 1764

Luke Blip and Lewis Blip both of Springfield in the County of Hampshire Gentlemen Administrators on the Estate of Luke Blip the Elder Gentleman late of Springfield deceased M^r vs Abijah Edson of New Braintree in the County of Worcester yeoman Deft. in a plea of the Case wherein they demand £2/9 which the s^d Abijah on the third day of August 1763 by his note promised the said Luke last named then alive to pay him on Demand with the lawful Interest &c. The plt^y by Moses Blip Gent. their Att^{orne} appears. The said Abijah tho' three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Administrators in the said Capacity do recover against the said Abijah three pounds two shillings and six pence of lawful money Damages and Costs of Suit taxed at one pound fourteen shillings and one penny & they may have their Execution taken in 22^d Sept. 1764.

Eli Croley of Springfield in the County of Hampshire yeoman plt^y vs Jonathan Stone of Warrington in the same County yeoman Deft. in a plea that the said Jonⁿ render to the said Eli two hundred & twenty pounds which he bound himself to pay by his bond bearing date the 28th day of May 1762 to pay him on demand &c. The plt^y by Moses Blip Gent. his Att^{orne} appears. The said Jonathan being three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said Eli do recover against the said Jonathan One hundred and fifteen pounds two shillings of lawful money being the sum due upon equitable Chanery of the bond aforesaid, Debt & Costs of Suit taxed one pound twelve shillings & eleven pence & he may have his Execution taken in 26th of Sept. 1764.

William Barnes of Wilbraham in the County of Hampshire yeoman plt^y vs Benjamin Skinner of the same Wilbraham yeoman Deft. in a plea of the Case for that said Benjamin at said Springfield on the eighth of January 1763 by his note for Value received promised the plt^y to pay him twelve pounds lawful money by the fifteenth of Oct^r then next together with the lawful Interest there of from & Date of said Note till paid. Also for that said Benjamin at said Springfield on the same eighth day of January aforesaid by his other note for Value received promised the plt^y to pay him nine pounds and six pence on demand with lawful Interest for the same till paid. Yet said Benjamin tho' often requested hath not paid said Will^m the sums afores^d or either of them or any part thereof or the Interest for the same but contriving to defraud said William in this Particular hitherto hath and still unjustly neglects and refuses to pay the same to him to his Damage £28.

The plt^y by Moses Blip Gent. his Att^{orne} appears. The said Benjamin tho' three times solemnly called to come into Court doth not appear but on ahes default &c.

Therefore it is considered by the Court that the said William do recover ag^t the said Benjamin twenty three pounds three shillings and two pence of lawful money Damages and Costs of Suit taxed at one pound fifteen shillings & he may have his Execution. Afterward now at this term comes into Court the said Benj^m by Cornelius Jones Gent. his Att^{orne} and appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield afores^d for & County of Hampshire on the fourth Tuesday of September next and the same Cornelius recognises with sureties according to Law for J^r Skinner prosecuting the Appeal with effect as by the recognisance on file appears.

Caleb Hitchcock of Brookfield in the County of Worcester yeoman plt^y vs Benjamin Cotton Jun^r of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case wherein the plt^y demands fifty shillings which the Deft on the first of Dec^r last by his Note for Value received promised the plt^y on demand with Interest &c. The

The Plt. by Moses Blip Gent. his Att^r appears, - But the d. Benjⁿ the three times ^{Hildbrook}
sternly called makes default of appearance here - Therefore it is considered ^{or}
by the Court that the said Caleb do recover against the said Benjamin two ^{Colton}
pounds two shillings and five pence of lawful money Damages and Costs of
Suit taxed at thirty seven shillings & three pence &c Exon is. 22^d Sept. 1764.

Timothy Sott of Windsor in the County of Hartford & Colony of Connecticut } Sott
yeoman Plt. vs Gideon Seard of Milbraham in the County of Hampshire yeoman } Seard.
Deft. in a plea of the Case wherein the Plt. demands five pounds &c. which the said
Seard on the twentieth day of January 1764 promised the plt. on the first of May
then next with the lawful Interest but has never paid & turned - The plt. by
Moses Blip Gent. his Att^r appears - The said Gideon the three times publicly
called makes default of appearance in Court - Therefore it is considered by
the Court that the said Timothy do recover against the said Gideon five pounds
eight shillings and eleven pence of lawful money Damages and Costs of Suit
taxed at thirty six shillings and three pence &c Exon is. 13th Sept. 1764.

Jacob Burghardt of Great Barrington in the County of Berkshire yeoman plt. vs
Richard Freeman of Springfield in the County of Hampshire yeoman deft. } Burghardt
in a plea of the Case wherein the deft. demands forty shillings which the deft. on 9th } Freeman
Twenty fifth of January 1760 by his note for Value received promised the plt. on de-
mand with Interest but has never paid it - The Plt. appears by Mr. Moses Blip
his Att^r - But the d. Richard the three times publicly called makes default of
Appearance here - Therefore it is considered by the Court that the said
Jacob do recover against the said Richard two pounds eleven shillings and
two farthings of lawful money Damages and Costs of Suit taxed at two pounds
three shillings and three pence &c Exon is. 26th Sept. 1764.

Simon Hendall of Suffield in the County of Hampshire yeoman plt. vs Joseph } Hendall
Burt of Springfield in the same County yeoman Deft. in a plea of the Case in } Burt
which the Plt. demands fifty five shillings which the Deft. on the 26th of December
1760 by his Note for Value rec^d promised the plt. to pay him by the last of May then
next with lawful Interest &c but hath never paid the same - The Plt. by Moses
Blip Gent. his Att^r appears - The said Joseph the three times publicly called
makes default of appearance here - Therefore it is considered by the Court that
the said Simon do recover against the said Joseph three pounds five shillings &
eleven pence of lawful money Damages and Costs of Suit taxed at thirty two
shillings & three pence &c Exon is. 26th Sept. 1764.

Bildad Fowler of Westfield in the County of Hampshire yeoman plt. vs John } Fowler
Graham of the same Westfield yeoman deft. in a plea of the Case wherein the } Graham
Plt. demands Seven pounds 1/11 which the d. John on the 9th of January last by
his note for Value received promised the plt. to pay him on demand with lawful
Interest &c but hath not paid - The plt. by Moses Blip Gent. his Att^r appears -
The said John the three times publicly called makes default of appearance
in Court - Therefore it is considered by the Court that the said Bildad do
recover against the said John Seven pounds Seven shillings and five pence
of lawful money Damages and Costs of Suit taxed at thirty two shillings &
eleven pence &c may have his Exon thereof &c Exon is. Sept. 22^d 1764.

Luke Blip and Lewis Blip both of Springfield in the County of Hampshire Gentl^e. } Blip's
men Administrators on the Estate of Luke Blip the Dece^d Gentleman late of d. } Blip
Springfield decess^d vs Mrs. Anna Noble of Westfield in same County Gent^e Deft. } Noble

Bliss, Adm^r, Noble } in a plea of the case wherein the p^lt demand three pounds nine shillings & four pence which the said Adm^r on the tenth of August 1761 by his note for value received promised the said Luke the Elder, then alive, to pay him on Demand and with the lawful Interest thereof yet he never paid it nor to the s^d Luke last named while he lived nor to s^d Adm^r s^r. The p^lt by Moses Bliss Gent. their Att^r appear. But the said Adm^r tho' three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said Luke and Lewis Adm^r as aforesaid do recover against the said Adm^r four pounds two shillings and one penny of lawful money Damages and Costs of Suit taxed at twenty nine shillings & nine pence &c. Exon is. 22nd Sept. 1764.

Adm^r, Noble } Luke Bliss and Lewis Bliss both of Springfield in the County of Hampshire Gentlemen Administrators on the Estate of Luke Bliss the Elder Gentleman late of said Springfield deceased p^lt vs Thomas Noble of Westfield in the s^d County yeoman Deft. in a plea that he render to the p^lt one hundred and forty four pounds which from them he unjustly detains and Whereon they say that the said Thomas on the 28th of July 1757 by his Bonds of that date in Court to be produced bound himself to s^d Luke last named, then alive, to pay him the said sum on demand but never paid it to him or to s^d Adm^r. The p^lt by Moses Bliss Gent. their Att^r appear. But the s^d Thomas tho' three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Luke and Lewis Adm^r as aforesaid do recover against the said Thomas forty four pounds seven shillings and two pence of lawful money (being the sum due upon an equitable Chauncery of the s^d Bonds) Debt and Costs of Court taxed at twenty nine shillings and seven pence &c. Exon is. 22nd Sept. 1764.

Winnier, Dunden } James Winnier of Springfield in the County of Hampshire Gentleman p^lt vs Thomas Noble of Westfield in the same County yeoman Deft. in a plea of a case wherein the p^lt declares that the s^d Noble on the sixth day of June 1745 by his note being justly indebted to one Thomas Stebbins and the said James, which Thomas Stebbins is since deceased & s^d James hath survived him, in the sum of twenty eight Pounds 10s of the then bills of suble Credit so called at the rate of thirty two shillings by y^e ounce of Silver which sum y^e p^lt says is equal to five pounds 18^s 9^d & in consideration that he was so indebted promised the said Thomas Stebbins & the p^lt to pay them the same sum by the 15th of June ensuing the Date of s^d note with the lawful Interest & but hath ^{not} paid the same. The p^lt by Moses Bliss Gent. his Att^r appears. The said Thomas tho' three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said James do recover against the said Thomas eight Pounds sixteen shillings and two pence of lawful money Damages and Costs of Suit taxed at twenty nine shillings and seven pence &c. Exon is. 24th Nov. 1764.

William, Coley } John William of Great Barrington in the County of Berkshire yeoman p^lt vs Eli Coley of Springfield in the County of Hampshire yeoman Deft. in a plea of the case wherein the p^lt demands sixteen Pounds 4^s 6^d which s^d Eli on the 28th of January last by his note for Value received promised the s^d John to pay him by the 15th day of May then next with the lawful Interest but hath not yet paid. The p^lt by Moses Bliss Gent. his Att^r appears. The s^d Eli tho' three times publicly called doth not come but makes default of Appearance here.

Therefore it is considered by the Court that the said John do recover against ^{William} ^{or} ^{Cooley} the said Eli sixteen pounds sixteen shillings and four pence of lawful money Damages and Costs of Suit taxed at two pounds three shillings and nine pence and he may have his Exon thereof. Exon is 26th Sept. 1764.

John Ellworth of Windsor in the County of Hartford and Colony of Connecticut Gentleman Plt. vs. Job Alvord of Springfield in the County of Hampshire Gent. M^{rs}. Def. in a plea of the Case wherein the p^lt. demands fifteen pounds which the d^f on the 23^d of November 1762 by his note for Value rec^d. promised the p^lt. to pay in three months but hath not paid the same - The p^lt. by Moses Bliss Gent. his Att^r appears - But the said Job tho' three times publicly called makes default of Appearance in Court - Therefore it is considered by the Court that the p^lt. John do recover against the said Job fifteen pounds four shillings and two pence one farthing of lawful money Damages and Costs of Suit taxed at thirty six shillings and seven pence the only have his Exon &c. Exon is 22^d Sept. 1764 -

Robert Breck Jun^r. of Springfield in the County of Hampshire Gent. Plt. vs. Job Breck Jun^r. of the same Town Gentleman Def. in a plea of the Case for that p^lt. Job on 4th of August Curreant by his note for Value rec^d. promised the p^lt. to pay him twenty pounds 12/6 on demand with Interest but hath not paid it - The p^lt. by Moses Bliss Gent. his Att^r appears - The said Job being three times publicly call^d to come into Court makes default of Appearance - Therefore it is considered by the Court that the said Robert do recover against the said Job twenty pounds sixteen shillings and two pence two farthings of lawful money Damages and Costs of Suit taxed at twenty nine shillings & seven pence &c. Exon is 22^d Sept. 1764 -

Robert Breck Jun^r. of Springfield in the County of Hampshire Gent. p^lt. vs. John Morgan Jun^r. of the same Town Gentleman Def. in a plea of the Case for that p^lt. John there on the first of May 1763 by his note for Value rec^d. promised the p^lt. to pay him nine pounds 13/2 on demand with Interest but hath not done it -

The p^lt. by Moses Bliss Gent. his Att^r appears - But the p^lt. John tho' three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said Robert do recover against the said John ten pounds eight shillings and eight pence of lawful money Damages and Costs of Suit taxed at one pound eight shillings & five pence &c. Exon is 22^d Sept. 1764 -

Thomas Hale of Springfield aforesaid yeoman p^lt. Timothy Colton of y^e Hale same Town yeoman Def. in a plea of the Case for that p^lt. Timothy there on the seventh of August Curreant by his note for Value rec^d. promised the p^lt. to pay him five pounds 7/6 on demand with the lawful Interest but hath never paid it -

The p^lt. by Moses Bliss Gent. his att^r comes here - But the said Timothy tho' three times publicly called to come into Court makes default of Appearance here.

Therefore it is considered by the Court that the said Thomas do recover against the said Timothy five pounds eight shillings of lawful money Damages and Costs of Suit taxed at one pound ten shillings & five pence &c. Exon is 30th Oct. 1764 -

Simon Kendall of Suffield in the County of Hampshire yeoman Plt. vs. Joel Ely of Springfield in the same County yeoman Def. in a plea of the Case for that p^lt. Joel there on the eighth of July 1763 by his note for Value received promised the p^lt. to pay him sixteen Pounds & by 20th of Sept. then next with y^e lawful Interest thereof but hath not paid it - The p^lt. by Moses Bliss Gent. his Att^r appears - The said Joel tho' three times publicly called makes default of Appearance here - Therefore

Therefore it is considered by the Court that the said Simon do recover ag^t the ^d Joel Seventeen Pounds twelve Shillings of lawful money Damages & Costs of Suit taxed at one pound eleven Shillings & seven pence & he may have his Execution ^{is} 27th Sept. 1764.

²¹ Since Francis Pierce Jun^r of Ashford in the County of Wiltshire in the Colony of Connecticut yeoman plt^r vs Joel Ely of Springfield in County of Hampshire yeoman Def^t in a plea of the Case for that ^d Joel on the 26th of June 1763 by his note for Value rec^d promised the plt^r to pay him fourteen pounds 11^s in three months with Interest but hath not fulfilled so the plt^r by Moses Bliss Gent^l his Att^r appears. The said Joel tho' three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Francis do recover against the ^d Joel Ten pounds 16^s of lawful money Damages and Costs of Suit taxed at one pound seventeen Shillings & seven pence & he may have his Execution ^{is} Sept. 22^d 1764.

²¹ Caldwell Charles Caldwell and George Caldwell both of Hartford in the County of Hartford in the Colony of Connecticut yeomen & Traders in Company Plt^r vs Joel Ely of Springfield in the County of Hampshire yeoman Def^t in a plea of the Case for that the said Joel was justly indebted to the Plt^r in the sum of sixteen Pounds 17^s 6^d by book account according to the account annexed to the plt^r Writ & in consideration thereof then and there assumed on himself and faithfully promised the Plt^r to pay them the same on demand yet tho' often requested the said Joel hath not paid the Plt^r or either of them the same or any penny thereof but unjustly neglects and refuses to pay them y^e same to their Damage & Loss. The parties were here and pray that y^e action may be continued to the next Term under this agreement on the part of the Plt^r that the ^d Joel May file his Ac^t with the Clerk of this Court and that the same shall have the effect it would have had if filed according to Law and the Parties have day before the Lord the King & until the second Tuesday of November next ensuing.

²¹ Anna Apthorp of Boston in the County of Suffolk merchant Plt^r vs Joel Ely of Springfield in the County of Hampshire yeoman Def^t in a plea of the Case for that ^d Joel there on the first of August current being indebted to y^e P^r James in the sum of ninety one pounds 5^s 6^d for sundry goods Wares &c in consideration thereof promised him the same on demand but hath not paid it & the Plt^r by Moses Bliss Gent^l his Att^r appears. The ^d Joel being three times publicly called to come into Court makes default of appearance. Therefore it is considered by the Court that the said James do recover against the said Joel ninety one pounds five Shillings and eight Pence of lawful money Damages and Costs of Suit taxed at two Pounds 8^s 7^d & he may have his Execution &

²¹ William Scott of Palmer in the County of Hampshire Gent^l Plt^r vs James Mivins of Greenwich in y^e same County Gent^l Def^t in a plea of the Case for that ^d James there on the 3^d of Jan^r 1761 by his note for Value received promised the Plt^r to pay Seven pounds 4^s 11^d on demand with Interest &c but hath not paid the same. The Plt^r by John Worthington Esq^r his Att^r comes here. The ^d James tho' three times solemnly called to come into Court doth not come but makes default of appearance here. Therefore it is considered by the Court that the ^d William do recover against the said James eight Pounds sixteen Shillings & nine pence two farthings of lawful money Damages & Costs of Suit taxed at thirty eight Shillings & nine pence & he may have his Execution ^{is} 2^d Oct^r 1764.

William Sherer of Greenwich in the County of Hampshire yeoman plt. vs Sherer
Simon Stone of the same town yeoman Deft. in a plea of the Case for that ²⁷ Simon
Stone at Springfield on the 15th of July 1763 by his note for Value received pro-
mised the Plt. to pay him forty pounds & 5^p on demand with Interest &c —
The Plt. appears by John Worthington by his Att. — The S. Simon tho' three
times publicly called makes default of appearance here — Therefore it is
considered by the Court that the said William do recover against the S. Simon
Twenty Six pounds five shillings & six pence three farthings of lawful money
Damages & Costs of Suit taxed at thirty nine shillings & nine pence &c Exon i^o Feb^y
18th 1765

Eliphalet Allis of Monlaque in the County of Hampshire yeoman plt. vs Elajah
Alvord of South Hadley in the same County yeoman Deft. in a plea of a Case for
that S. Elajah on the 17th of June 1762 by his note for Value received promised the plt. to
pay & deliver to him or his order the worth of fourteen Pounds six shillings in good
merchantable Sugar and Salt the one half thereof in each of 2^d Articles but hath
not done it — also for that he was justly indebted to the Plt. in the Sum of eight Pounds
& one farthing & in consideration thereof promised the plt. to pay him of same
Demand yet hath never done it &c — The Plt. by Mr. Daniel Jones his Att. appears —
The said Elajah tho' three times publicly called to come here makes default of
appearance — Therefore it is considered by the Court that the S. Eliphalet do
recover against the S. Elajah Twenty two pounds eleven shillings and ten
pence of lawful money Damages and Cost of Suit taxed at thirty seven
shillings and eleven pence &c may have his Exon &c Exon i^o 21st Nov. 1764

Aaron Denio Jun^r of Greenfield in the County of Hampshire yeoman plt. vs Denio
Elisha Hindell of Greenfield aforesaid yeoman Deft. in a plea of the Case for that
S. Elisha there on the 25th of April 1763 by his note for Value received pro-
mised the Plt. to pay him two pounds 17⁴ by the second of May then next & in-
terest thereafter &c But hath not paid it — The Plt. by Daniel Jones Esq^r his
Att. appears — The said Elisha being three times publicly called to come into
Court makes default of appearance here — Therefore it is considered by the
Court that the said Aaron do recover against the said Elisha three pounds two
shillings of lawful money Damages & Costs of Suit taxed at two pounds three
shillings & eleven pence &c may have his Exon &c Exon i^o 10th Oct. 1764

Isaac Davis of Greenwich in the County of Hampshire yeoman Plt. vs —
Nathan Eager of Rutland in the County of Worcester husbandman Deft. in
a plea of the Case for that the S. Nathan at Springfield on the 18th of June last by
his note for Value received promised the plt. forty shillings on demand with Interest
&c for that the S. Nathan there on the same day by his other note for Value
received promised the Plt. other forty shillings on demand with Interest but hath
never paid the same — The Plt. by John Worthington by his Att. appears
The S. Nathan being three times publicly called to come into Court makes
default of appearance here — Therefore it is considered by the Court that
the said Isaac do recover against the said Nathan four pounds & eleven pence
three farthings of lawful money Damages & Costs of Suit taxed at two pounds
four shillings and eleven pence &c Exon i^o 26th Sept. 1764

Josiah Dwight of Springfield in the County of Hampshire Esq^r Plt. vs Joseph
Miller of Springfield in the said County & Province of the Massachusetts Bay in
New England Yeoman Deft. in a plea of the Case for that the S. Joseph there on the
1st of June 1766 by his note for Value received promised the plt. to pay him four pounds
eight shillings and three pence three farthings on demand with Interest &c But hath
not done it &c — The Plt. by John Worthington by his Att. appears — The S. Joseph
tho' three times publicly called makes default of appearance here — Therefore it is
considered by the Court that the said Josiah do recover against the said Joseph
four pounds eight shillings and three pence three farthings of lawful money
Damages & Costs of Suit taxed at two pounds four shillings and eleven pence
&c may have his Exon &c Exon i^o 26th Sept. 1764

But hath not paid the same - The Plt. appears - The s^r. Joseph the three times publicly called makes default of appearance here -
 Therefore it is considered by the Court that the said Josiah do recover against the said Joseph four pounds eleven shillings and one penny of lawful money Damages and Costs of Suit taxed at twenty seven shilling and eleven pence & he may have &c. &c. In Sp^d. 30th of Oct^r. 1764

Josiah Chauncy of Amherst in the County of Hampshire Esq^r. Plt. vs John Smith the Third of South Hadley in s^d. said County yeoman Def^t. in a plea of the Case for that s^r. John there on the 29th day of Dec^r. 1763 by his note for Value rec^d. promised the Plt. to pay him nine pounds by the first of July then next with Interest but hath not done it - The Plt. by Simeon Strong Gent. his Att^r. appears - The s^r. John being three times publicly called makes default of Appearance in Court -
 Therefore it is considered by the Court that the said Josiah do recover against the said John Nine pounds seven shillings and three pence of lawful money Damages and Costs of Suit taxed at thirty six shillings and seven pence &c.

Moses Graves of Hatfield in the County of Hampshire Gent. Plt. vs Aaron Denio of Greenfield in the said County yeoman Def^t. in a plea of the Case for that the s^r. Aaron on the sixth day of July 1761 by his note for Value received promised the Plt. to pay him thirty six pounds 15^s 4^d by the first of March then next with Interest but hath not paid the same - The Plt. by Simeon Strong Gent. his Att^r. appears - The s^r. Aaron being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said Moses do recover against the said Aaron forty three pounds fourteen shillings and six pence of lawful money Damages and Costs of Court taxed at forty two shillings and a penny &c. In Sp^d. 7th Sept. 1764

John Wright of Northampton in the County of Hampshire yeoman Executor of the last Will and Testament of Hesechiah Wright late of Northampton afores^d. Shopkeeper de^d. Plt. vs Jesse Wellous of South Hadley in the said County yeoman Def^t. in a plea of the Case for that s^r. Jesse at s^r. Northampton on the 31st of May 1754 by his note for Value received promised the s^r. Hesechiah, then living, to pay him four pounds 4^s. by s^d. first of August then next with the lawful Interest & but never hath paid it - The Plt. by Simeon Strong Gent. his Att^r. appears - The Def^t. viz s^r. Jesse being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said John the Executor afores^d. do recover against the said Jesse six pounds fifteen shillings and five pence ^{two pence three farthings} of lawful money Damages and Cost of Suit taxed at thirty six shillings & seven pence & he may have &c. &c. In Sp^d. Sept. 22^d. 1764

Ebenezer Dummeroy Gent. & Esther Dummeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Estate of Uisha Dummeroy late of the s^r. Northampton Gent^l. Deceased Plt^s vs Joseph Higgins of Hardwick in s^d. County of Worcester yeoman Def^t. in a plea of the Case for that s^r. Joseph on the twenty fourth day of August 1762 by his note for Value received promised the s^r. Ebenezer and Esther in their said Capacity to pay them four pounds 5^s. but hath not done it &c. - The Plt^s by Simeon Strong Gent. their Att^r. appear - The s^r. Joseph the three times publicly called makes default of Appearance here -
 Therefore it is considered by the Court that the s^r. Ebenezer & Esther in s^d. Capacity afores^d. do recover against the s^r. Joseph four pounds one shilling & six pence of lawful money Damages & Costs of Suit taxed at thirty nine shillings & three pence & they may have &c. &c.

Seth Field of Northfield in the County of Hampshire & Province of the Massachusetts Bay in New England by Plt. vs David Ayers of Warwick in the S. County yeoman {Field Esq. 24
Def. in a plea of the Case for that S. David at S. Northfield on the 13th of March 1762 by his note for Value recd. promised the Plt. to pay him three pounds 2/6¹/₂ on demand with Interest &c but hath not paid the same - The Plt. appears - But the S. David three times publicly called to come into Court doth not come but makes default of appearance - Therefore It is Considered by the Court that the said Seth do recover agt the said David three pounds eleven Shillings and five pence two farthings of lawful money Damages and Costs of Suit taxed at two pounds five Shillings & five pence &c may have his Execution -
Done at 13th Sept: 1764 -

Seth Field of Northfield in the County of Hampshire &c (as above) by Plt. vs Moses Evans of Warwick in the same County yeoman Def. in a plea of the Case for that the S. Moses at Northfield aforesaid on the 29th of August 1763 by his note for Value received promised the Plt. to pay him or order twenty nine pounds 10/8 on demand with Interest but hath not paid the same - The Plt. appears - The said Moses tho' three times publicly called doth not come but makes default of appearance - Therefore it is Considered by the Court that the said Seth do recover against the said Moses thirty one pounds ten Shillings & ten pence of lawful money Damages and Costs of Suit taxed at two pounds four Shillings and one penny &c may have his Execution -
Done at 13th Sept: 1764 -

Ebenzer Pomeroy Gentleman and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Estate of Elisha Pomeroy late of the same Northampton Gent. dec^d intestate Plt. vs James Easton of Pittsfield in the County of Berkshire yeoman Def. in a plea of the Case &c The above named parties in the Plt. the S. Ebenzer in his proper person and the said James by Joseph Hawley of his Att. now come here and agree to submit the Case and all other demands arising between them to the final Determination and award of Ebenzer East Gent. William Lyman Gent and Nathaniel Clark Junr. Gent. or any two of them (Arbitrators mutually elected by the said parties) to be made upon the Promises and returned into this Court so soon as may be And the S. parties have a further Day before the Lord the King here until the second Tuesday of November next.

Ebenzer Pomeroy Gent. and Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy late of Northampton aforesaid Gent. deceased intestate Plt. vs Joseph Ashley 2^d of Springfield in the said County yeoman Def. in a plea of the Case for that the said Joseph on the fifth of December 1763 by his note for Value received promised the Plt. to pay them or order nine pounds ten Shillings by the first of April then next yet hath not paid the same - The Plt. appears - The said Joseph tho' three times publicly called to come into Court makes default of appearance here - Therefore It is Considered by the Court that the Plt. do recover against the said Joseph Nine pounds ten Shillings of lawful money Damages & Cost of Court taxed at one pound seven Shill. & three pence &c
Done at 24th Nov: 1764 -

Ebenzer Pomeroy Gent. & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods & Estate of Elisha Pomeroy late of Northampton aforesaid Gent. deceased intestate Plt. vs Isaac Sacket late of Westfield in the same County yeoman Def. in a plea of the Case for that the Def. on the 10th day of Augt. 1763 at S. Northampton for Value recd. promised by his Note to the Plt. to pay them or order four pounds 1/8 on demand & interest but hath not paid the same - The Plt. appears - The S. Isaac tho' three times publicly called doth not come but makes default of appearance here -
Therefore

Therefore it is considered by the Court that the said Plaintiff do recover against the said Isaac four pounds six shillings and ten pence of lawful money Damages and Costs of Suit taxed at twenty nine shillings & one penny & they may have their Execn. &c. 24th Nov. 1764

Benjamin Adm^r of the { Ebenezer Pomeroy Gent^r & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods & Estate of Eliza Pomeroy late of said Northampton Gent^r deceased intestate Plt^s vs Josiah Farnam of Northampton aforesaid woman Deft. in a plea of the Case for that the Deft. on the 7th of June 1763 by his note for Value rec^d promised the Plt^s to pay them or order three pounds 8/3 on Demand & Interest &c but hath not paid the same - The Plt^s appear. The S^r Josiah tho' three times publicly called to come into Court makes default of Appearance.

Therefore it is considered by the Court that the said Administrators the Plt^s do recover against the S^r Josiah three pounds thirteen shillings and two pence of lawful money Damages and Costs of Suit taxed at Twenty eight shillings & nine pence & they may have their Execn. &c.

Benjamin Hamilton { Ebenezer Pomeroy Gent^r & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods & Estate of Eliza Pomeroy late of S^r Northampton Gent^r deceased intestate Plt^s vs Robert Hamilton of Chesterfield in the same County woman Deft. in a plea of the Case for that the S^r Robert at S^r Northampton on the tenth day of July 1762 by his note for Value received promised the Plt^s to pay them or order eight Pounds 3/ on Demand with Interest but hath not paid the same - The Plt^s appear. The said Robert tho' three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Administrators do recover against the S^r Robert seven pounds two shillings and five pence one farthing of lawful money Damages and Costs of Suit taxed at thirty one shillings & nine pence & they may have their Execn. &c. 14th Feb 1765

Benjamin Bridge Jun^r { Ebenezer Pomeroy Gent^r & Esther Pomeroy Gentlewoman both of Northampton in the County of Hampshire Administrators on the Goods & Estate of Eliza Pomeroy late of S^r Northampton Gent^r deceased intestate Plt^s vs John Bridge Jun^r of same Town woman Deft. in a plea of the Case for that the S^r John there on the 27th of May 1763 by his Note for Value received promised the S^r Adm^r to pay them or order six pounds 7/3 on Demand with Interest but hath not paid the same &c. The Plt^s appear.

The S^r John being three times publicly called makes default of appearance here.

Therefore it is considered by the Court that the said Administrators the Plt^s do recover against the said John the sum of Six pounds sixteen shillings & ten pence three farthings of lawful money Damages and Costs of Suit taxed at one pound ten shillings & one penny & they may have their Execn. &c. 15th Feb 1765

Benjamin Brooks { Samuel Wheeler of New Salem in the County of Hampshire Husbandman plt. vs Benjamin Brooks late of Townsend in the County of Middlesex husbandman Deft. in a plea of the Case for that whereas the said Benjamin on the twenty ninth day of November AD 1756 at Springfield aforesaid aforesaid made his certain promissory note in writing with his own proper hand subscribed thereto bearing date the same day and year last above. by which said note the same Benjamin Brooks promised the said Samuel the Plt. to pay to him one hundred pounds lawful money of New England, meaning that sum of the lawful money of the province of the Massachusetts Bay in New England, on Demand for Value received yet the S^r Benjamin the Deft. tho' often thereto requested has not paid the said hundred pounds or any part thereof but he wholly denies to do it to the Damage of the S^r Samuel Wheeler £120. —

The said Samuel by Joseph Hawley Esq his Att^r comes here. & the S^r Benjamin Wheeler
brooks by John Northington Esq his attorney comes and defends the force & Injury de
refusing to himself Liberty to give any special matter in evidence under that general
plea pleads and says he never promised the plt in manner and form as the plt in
his Declaration hath alledged and thereof puts himself on the Country. And the S^r
Wheeler likewise doth the same. The evidence in the case having been produced
in court and examined, after a full hearing of the parties thereon by their Council
learned in the Law the case is committed to the Jury for this now impannelled
tried and sworn, Mr. William Smith foreman and his fellows, who return their
Verdict therein and upon their oath say that they find for the Defendant Est of
Court. Therefore it is considered by the Court that the said Benjamin do recover
against the said Samuel his costs in defending this Suit

Joseph Billing of Hatfield in the County of Hampshire Gent^l vs Andrew Lucher of Billing
in the same County yeoman Deft. in a plea for that the S^r Andrew on the third day of
February 1764 at Springfield by his note for value received promised the plt. to pay him
one pound 17/0 by the 15th of March then next & the lawful Interest thereafter but hath
not paid the same. The plt. by Joseph Hawley Esq his Att^r appears. The S^r Andrew
has three times publicly called makes default of Appearance. Therefore it is
considered by the Court that the S^r Joseph the plt. do recover against the S^r Andrew
Eleven pounds four shillings and eight pence of lawful money Damages and
Costs of Suit taxed at one pound sixteen shillings & four pence. Taken in 16th July 1765

Ebenzer Pomeroy Gent^l & Esther Pomeroy Gentlewoman both of Northampton in
the County of Hampshire Administrators on the Goods and Estate of Elisha Pomeroy
late of Northampton aforesaid Gent^l deceased intestate Plt. vs Moses Dickinson
late of Northfield in the same County yeoman Deft. in a plea of the case for
that Whereas the Deft. on the sixth day of June A^d 1755 at Northampton aforesaid
by his note for value received promised the said Elisha then alive to pay to him
or Order the sum of six pounds eight shillings and seven pence lawful money
on Demand with the lawful Interest thereof till paid. Also for that the said
Deft. afterwards on the 23^d day of the same June at Northampton aforesaid
by one other note by him subscribed for value received promised the said
Elisha then alive to pay to him or Order two pounds thirteen shillings and
four pence on Demand and the lawful Interest thereof till paid. Yet the said
Deft. tho' often thereto requested hath not paid the Contents of s^d notes or either
of them either to the said Elisha while he lived or to the Plt. or either of them
since his death. Elisha's death but always denied to do it in the Life of s^d said
Elisha tho' by him often requested and since his Death ^{has} Always neglected to
pay the Contents of s^d notes to the Plt. or either of them altho' he has been by
them often thereto requested and still deny to do it to their Damage £200.

The before named Parties viz the Plt. by Joseph Hawley Esq their Attorney &
the said Moses in his proper person come into Court now here and agree to
refer this case and all other demands subsisting between the s^d Parties to
the final Determination and Award of Eleazer Porter Esq Capt^l Daniel
White and Captain Joseph Root or any two of them (Arbitrators in-
differently and mutually elected by the said parties) to be made upon
the premises and returned into this Court so soon as may be and they
the said Parties have Day before the Lord the King, & until the second Tuesday
of November next ensuing.

219- John Wright of Northampton in the County of Hampshire yeoman Deft. of the Last Will and Testament of Hezekiah Wright late of Northampton aforesaid Shopkeeper dec. Plt. vs Gideon Rugg of South Hadley in the same County yeoman. Deft. in a plea of the Case for that the Deft. on the first of January 1760 by his note for Value received promised the P. Hezekiah to pay him (being then alive) the Sum of Six pounds by the first of June then next with Interest but never paid it to him or the Pts. The Plt. by Joseph Hawley Esq. his Att. appears - The P. Gideon being three times publicly called makes default of Appearance. Therefore it is by the Court that the said John the Executor do recover against the said Gideon Seven pounds thirteen Shillings & Seven pence of lawful money Damages & Costs of Suit taxed at one pound ten Shillings & Seven pence & he may have his Execution &c. Exon is 24th Nov. 1764 -

Whetwornb Scottoway Whetwornb of Western in the County of Worcester Husbandman Plt. vs Abraham Gibbs of Greenwich in the County of Hampshire yeoman. Deft. in a plea wherein the plt. complains that the said Abraham on the first day of June last and on divers days and times between the P. first day of June last and the last day of July last at Greenwich aforesaid with force and arms his the plt. close called the twentieth lot of land in the first Division of Lands in the said Greenwich as the said twentieth lot was laid out by remove broke & his the Plt. young trees called Staddles to wit eighty oaks fifty Walnuts & twenty Chestnuts to the Value of five pounds there lately growing cut down took and carried away and other wrongs then and there did to the plt. agt. the King's peace & to the Damage of the said Scottoway &c. The P. parties now come here. And because the deft. being examined on oath, declares that a material Witness on his part could not now be obtained and thereupon prays that a further day &c. therefore it is ordered by the Court that the P. parties have a further day before the Lord the King here in this Court until the Tuesday of November next ensuing.

Cooper Aaron Cooper of Hindsdale in the Province of New Hampshire in New England Husbandman Plt. vs Joel Ely of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that y^e Deft. thereon the 14th of April 1761 by his note for Value recd. promised the plt. to deliver to him within six months from that day Cattle to the Value of thirty five pounds and to pay him thirty five pounds in Cash within a twelve month but hath not paid y^e same &c. The Plt. by Joseph Hawley Esq. his Att. appears - The P. Joel tho' three times publicly called to come into Court doth not come but makes default of Appearance. Therefore it is considered by the Court that the said Aaron do recover against the said Joel Sixteen Pounds nineteen Shillings and ten pence of lawful money Damages and Costs of Suit taxed at One pound fourteen Shillings & Seven pence & he may have Execution &c. Ex. Jst 24th Nov. 1764

Marshall John Marshall of South Hadley in the County of Hampshire Esq. Plt. vs Noah Baker of Sunderland in the same County yeoman Deft. in a plea of the Case for that said Noah owing the P. John three Pounds 6/4^{ths} for sundry merchandises on the last day of July last promised him to pay him y^e same on demand but hath not done it - The Plt. by Joseph Hawley Esq. his Att. appears - The P. Noah being three times publicly called to come into Court makes default of Appearance. Therefore it is considered by y^e Court that y^e P. John do recover against the P. Noah Three pounds 6/4^{ths} of lawful money Damages & Costs of Suit taxed at five pounds Eleven Shillings & four pence & he may have his Execution &c. Exon is 1st July 1765 -

Moses Harvey of Montague in the County of Hampshire yeoman plt. vs Paul Rice
Caplance called Charlemont in the same County yeoman deft. in a plea of the
case for that the ^{Harvey} P Paul on the fourth of April 1763 by his note for Value received promised ^{Rice}
to pay to one Samuel Rice or his order twenty two pounds by the first of April then
next with interest &c and afterwards the contents of the same note being wholly due to
the P Samuel he ordered the same to be paid to y^e plt of which y^e Deft had notice
it hath never paid the same. The Plt. by Joseph Hawley Esq. his Att^y appears.
The P Paul being three times publicly called makes default of appearance here.
Therefore it is Considered by the Court that the said Moses do recover
against the P Paul Twenty three Pounds Sixteen Shillings Eleven pence of
lawful money Damages and Cost of Suit taxed at two pounds one shilling and
three pence & he may have his execution thereof &c. Ex^{ca} Issued 11th Sept. 1764

Elisha Gun of Montague in the County of Hampshire yeoman plt. vs Elisha Thing
of Hadley in the said County yeoman deft. in a plea of the case for that he
deft. on the seventh of January 1764 at Hadley afores^d by his note for Value
received promised the plt. to pay to him Seven pounds eleven Shillings lawful
money on demand with y^e lawful interest till paid. And also for that the deft. on y^e
first day of July last at Hadley afores^d owing the Plt. four pounds 5/6 for seven
pounds and two ounces of Deer's leather there before that time sold and delivered
by the Plt. to the deft. at his special Instance & request in Consideration thereof
undertook and to the Plt. faithfully promised that he would pay him y^e same
on demand - yet the often requested has not fulfilled his P. promises or either
of them but denies to do it to y^e Damages of the said Elisha Gun £16

The before named parties to wit the plt. by Joseph Hawley Esq and the deft.
by Elisha Porter Gent. their respective Attornies were before the Court of the Lord
the thing now here and agree to refer the case and all other demands submit-
ting between the said Parties to the final Determination and award of Josiah
Chauncy Esq Solomon Stoddard Gent. and Oliver Warner yeoman, or any two
of them (Arbitrators mutually elected by the said parties) to be made upon the
said promises and returned into this Court so soon as may be & the P. parties
are a day before the P Lord the thing here until the second Tuesday of November next

Joseph Billing of Hatfield in the County of Hampshire Gent. Plt. vs Ebenezer Marsh
Gent. of Hadley in the same County yeoman deft. in a plea of the case for that the
deft. on the seventh of July 1758 at Hatfield afores^d by his note for Value rec^d promised
the Plt. to pay him nine pounds on demand with Interest &c but hath not done it.
The Plt. by Joseph Hawley Esq by his Att^y appears. The said Ebenezer being three
times publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the P Joseph the Plt. do recover agt
the said Ebenezer Six Pounds & Sixteen Shillings of lawful money Damages &
Cost of Court taxed at thirty Two Shillings & four pence & he may have his execution

William Day of Westfield in the County of Hampshire Gent. Plt. vs Moses Graves of
Hatfield in the County of Hampshire Gent. deft. in a plea of the case for the P. Moses on
the sixth of February 1764 by his note for Value received promised one W^m William
to pay to him or his order fifty five pounds by the tenth day of June then next with
the lawful Interest &c & afterwards the contents thereof being then wholly due to y^e P.
William he ordered the same to be paid to y^e Plt. of which the deft had Notice &
The Plt. by Joseph Hawley Esq by his Att^y appears. The P. Moses being three
times publicly called to come into Court makes default of Appearance here.
Therefore

Therefore it is considered by the Court that the said William the Plt. do recover against the said Moses fifty six pounds seventeen shillings of lawful money Damages and Costs of Suit taxed at one pound eight shillings and eight pence and he may have his Execution thereon *Decree isd. 19th Oct. 1764*

Stebbins Joseph Stebbins of Hindidale in the Province of New Hampshire yeoman
Childs Plt. vs Timothy Childs late of Queensfield in the County of Hampshire Gent^l
 Deft. in a plea of the Case for that y^e Deft on the 27th of April 1764 by his note in Value received promised the Plt. to pay forty seven shill: and if Interest of y^e same on demand but hath not paid y^e same — The Plt appears by his Att^y Joseph Hawley Esq. — The said Timothy being three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Joseph first named do recover against the said Timothy Two pounds seven shillings eleven pence of lawful money Damages and Costs of Suit taxed at two pounds 2/9 &c *Decree isd. 24th Nov. 1764*

Dickinson Thomas Dickinson of Deerfield in the County of Hampshire yeoman plt. vs
Baker Noah Baker of Sunderland in the same County yeoman & Samuel Dwellle of Deerfield ag^{ts} Yeoman deft^s in a plea of the Case for that the deft^s on y^e 18th of April 1762 by their note for Value received promised the Plt. to pay him one hundred thirty three pounds 6/8 by the first of May 1763 with y^e lawful Interest &c but have not paid the same — The Plt. by Joseph Hawley Esq. by Att^y appears — The s^r. Youth and Samuel being three times publicly call to come into Court come not but make default of Appearance here —

Therefore It is considered by the Court that the said Thomas do recover against the said Youth and Samuel One hundred and twenty pounds one shillings and nine pence two farthings of lawful money Damages and Costs of Suit taxed at thirty nine shill: one penny &c *Decree isd. 22nd Oct. 1764*

Taylor Jacob Taylor of South Hadley in the County of Hampshire yeoman plt. vs
Pierce Ben^l Pierce of the same place yeoman deft in a plea of the Case for that y^e Deft. on the 12th of January 1764 by his Note for Value rec^d promised the plt to deliver to him six pounds worth in good merchantable boards at y^e Common money price on the tenth of June then next at Stony brook mill or mills — yet tho' y^e Plt. was ready at the time & place of delivery afores^d. to receive the said boards the deft. has never fulfilled his s^d promise — The Plt. by Joseph Hawley Esq. by his Att^y appears — The said Benjamin being three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Jacob do recover against the said Benjamin Six pounds of lawful money Damages & Costs of Suit taxed at one pound 8/2 &c *Decree isd. 24th Sept. 1764*

Heaver William Heaver of Belchertown in the County of Hampshire yeoman plt. vs
Hedge Eliza Hedge of Hadwich in the County of Worcester Trades Deft. in a plea wherein the Plt. complains that whereas on the Twenty seventh day of May AD 1760 the deft. some time within three months then last past had bargained & sold to y^e Deft. (as it is in y^e writ it should have been, the Plt) at the price of two hundred pounds lawful money that tract of Land in Greenwich in the said County of Hampshire then called Capt. Davis farm and whereon Capt. Simon Davis then of y^e Greenwich then dwelt and which he had then lately owned, and of that tract of land with the Appurtenances the deft. had within the time aforesaid made and delivered to y^e plt. his the Deft^r. deed of bargain and Sale for the consideration of two hundred pounds

pounds lawful money part of which sum the Plt. had actually paid to the Deft. and for the payment of the residue thereof within three years from & tenth day of the said May with the lawful Interest thereof he had made to the Deft. good Security, in which Deed it was purported that he the deft. for the Consideration aforesaid had bargained and sold and thereby did bargain and sell to & to hold to him the Plt. in fee simple the Tract of Land aforesaid with the Appurtenances and in which Deed the deft. had covenanted agreed & promised and with the Plt. and his heirs that he the deft. had at the time of making the same good right full power and lawful Authority to sell and convey the said Tract of Land with the Appurtenances to him the Plt. to hold as aforesaid and if he the Plt. might by Virtue of y^e said deed immediately thereupon take hold use and enjoy the said Premises and that the same was free and clear of all Incumbrances whatsoever, and in by the same deed the deft. did for himself and his heirs covenant and engage to and with the Plt. his heirs and assigns to warrant secure and defend the said bargained premises to the Plt. his heirs & assigns forever against the lawful Claims of all men. And whereas the said Simon Davis was at the time of the Deft. making and delivering the said deed in possession of the said Tract of Land with the Appurtenances and had continued in possession thereof from the said time of making & delivering the said Deed to the 2^d Twenty Seventh day of May and was then in possession thereof claiming to hold the same in his own right and had always from the day of delivery of the said Deed to y^e said twenty seventh day of May refused to give possession thereof either to the said Deft. or Plt. and did then utterly refuse to do it and held out the Plt. and Deft. so that they could not either of them lawfully enter upon the premises, and also refused to attorn Tenant to either of them. And whereas the Plt. in full expectation of taking and entering into possession of the s^d Premises that Spring and holding and enjoying the same as his own under the said deed had after his receiving the said Deed of the Deft. made such Disposition of his other lands and real Estate and all his Affairs that his not entering upon the Improvement of the said bargained premises by the said Twenty seventh day of May aforesaid was to his Damage not less than Six pounds lawful money And whereas the deft. was not able to remove the said Davis from the said Premises otherwise than by Action and Suit in Law so that the Plt. could not take and enjoy the said Premises free from Incumbrances by Virtue of said Deed according to the Tenor thereof Which said Damages the Deft. well knew he was in Law and Justice obliged by his Covenants in the said Deed to answer & satisfy to the Plt. and that the same might by Action in Law be recovered of him by the Plt. And whereas he the deft. there on the 27th day of May aforesaid at Greenwich aforesaid did request the Plt. to deliver up and give back to him the Deft. the said Deed of bargain and sale the same not being registered & proposed & promised to the Plt. that in case he would give back to him the deft. y^e said deed aforesaid he would repay to him that part of the aforesaid Purchase Consideration which he had received of the Plt. and also give up to the Plt. the said Security which he the deft. had received of the Plt. for the payment of the Residue thereof & also proposed to the Plt. that in case the said Simon Davis should not pay to the Plt. Six Pounds lawful money above and other than the said monies which he had received of the Plt. as aforesaid within one month from the 2^d Twenty seventh day of May aforesaid he the deft. he the deft. would within three months from that Day pay to the Plt. the s^d Six Pounds as a Consideration for the Plt. releasing

251.
hears
or
Hedge } Relating the said bargain and sale of the premises aforesaid. Whereupon the Plt. in
the confidence of the deft's truth and faithfulness did deliver up and give back the
aforesaid Deed of bargain and sale to the deft. to be by him cancelled and destroyed
The Plt. in fact therefore complains and says that the deft. in consideration that if
Plt. on the 2^d Twenty seventh day of May aforesaid at the said Greenwich at the
special Instance and request of the Deft. had delivered up and given back to him the
Deed the Deed aforesaid to be cancelled as aforesaid he then and there assumed on
himself and to the Plt. faithfully promised that in case the s^d Davis should not
pay the said sum of six pounds lawful money to the plt. as a reward for his
the Plt. releasing and annulling of the aforesaid bargain, which had occasioned so much
disappointment and damage to him the Plt. within one month from the s^d
Twenty seventh day of May aforesaid he the deft. himself would truly pay the
said sum of six pounds lawful money to the plt. within three months from the
said Twenty seventh day of May aforesaid. and the Plt. in fact says that the s^d Davis
did not pay the said six pounds or any part thereof to him the Plt. within the
said one month from the said Twenty seventh day of May aforesaid. whereof the deft.
afterwards on the first day of July aforesaid at Greenwich aforesaid had notice yet the
def. tho' often thereto requested hath not paid the said six pounds to y^e Plt. nor
in any manner contented the Plt. or performed his said promise but wholly deny
to do it to the damage of the said William s^d B. C. The s^d William by John
Nirkington & Joseph Hawley Esq^r his Attornies appears. And the s^d Eliza by
Simeon Strong Gent. his Attorney comes and defends and for pleasays. He
never promised in manner and form as the Plt. in his Declaration has alleged
and thereof puts himself on the country. And the s^d Plt. likewise doth the
same. In this case the evidence having been produced in Court & examined
& the s^d Parties fully heard thereon by their Council learned in the Law, the
case was committed to the Jury Mr. William Smith foreman and his fellows
for this impannelled tried and sworn, who return their Verdict therein
and on their Oaths say that they find for the Plt. the sum said for being
six pounds and cost of Court. Therefore it is considered by the Court that
the said William do recover against the said Eliza six pounds of lawful
money Damages and Cost of Suit taxed at five pounds two shillings and
he may have his Execⁿ thereof. The said Eliza by Simeon Strong
Gent. his att. aforesaid appeals from the judgment of this Court to y^e Superior
Court of Judicature to be holden at Springfield within and for y^e County
of Hampshire on the fourth Tuesday of September next, and the s^d Simeon
recognizes with Sureties according to Law for the s^d Eliza's prosecuting
the Appeal with Effect there as by y^e Recognizance on file appears.

Tray
Train } Stephen Gray of Hardwick in the County of Worcester querant pet. vs Peter Train of
Hutfield in the County of Hampshire the Defendant Deft. in a plea of the Case for that
the deft. on the 17th of April y^e 64 by his note for Value received promised the Plt. to pay
him eight Pounds 15^s on demand with Interest but hath not paid the same.

The Plt. by Joseph Hawley Esq^r his Att. appears. The said Peter being three times
publicly called to come into Court made default of Appearance here.

Therefore it is considered by the Court that the said Stephen do recover agt.
the said Peter the sum of four pounds one shilling and one penny of lawful
money Damages and Costs of Court taxed at one pound fifteen shillings and
six pence & like money and he may have his Execⁿ.

Charles Phelps of Hadley in the County of Hampshire by Pet. vs Nathaniel Sprout of
Wardwick in the County of Herefordshire yeoman Deft. in a plea of the Case for that the Deft. on
the 15th of December 1762 at Hadley by his note for Value received promised the Plt. to pay ^{him} Sprout
five pounds 16^s 8^d on Demand and with Interest till paid - Also for that the Deft. then on the 17th
July last by his other note for Value received promised the Plt. to pay him twenty two
shillings on Demand with Interest but hath not paid the same - The Plt. by Joseph Hawley
by his Att^y appears - The said Nathaniel tho' three times publicly called makes default
of Appearance here - Therefore it is considered by the Court that the S^r Charles do
recover against the said Nathaniel five pounds two shillings and Six pence two
thirds of lawful money Damages and Costs of Suit taxed at One pound fourteen
shillings and Seven pence & he may have Execution thereon
Given at 30th Dec^r 1764

Jonathan Warner of Hadley in the County of Hampshire Shopkeeper Plt. vs Tim^o Bowen
of Hadley aforesaid Labourer Deft. in a plea of the Case for the Deft. at Springfield on the 18th
May last being justly indebted to the Plt. two pounds 7^s 8^d by book account in consideration thereof
promised the Plt. to pay him the same on Demand but has not done it - The Plt. by Joseph
Hawley by his Att^y appears - The said Timothy tho' three times publicly called makes
default of Appearance here - Therefore it is considered by the Court that the S^r Jonathan
do recover against the said Timothy Two pounds Seven shillings and eight pence of
lawful money Damages and Cost of Court taxed at one pound fifteen shillings and
nine pence and he may have his Execution thereof
Given at 17th Sept^r 1764

Luke Bliss and Lewis Bliss both of Springfield in the County of Hampshire Gentlemen
Administrators on the Estate of Luke Bliss late of S^r Springfield Gent^l dec^d Plt. vs Samuel
Warner of Wilbraham in the same County yeoman Deft. in a plea of Debt for that said
Samuel at Springfield aforesaid on the 15th of May 1759 by his bond under his hand & Seal in
Court to be produced bound himself to the said Luke to pay him thirty four pounds on
Demand yet never paid it him or the Plt. - The Plt. appear - The S^r Samuel tho'
three times publicly called makes default of Appearance here - Therefore it is Consi-
dered by the Court that the said Luke and Lewis Adm^s as aforesaid do recover against
the said Samuel Twenty two pounds eight shillings of lawful money (being of Chancery
of the aforesaid bond) Debt and Cost of Suit taxed at twenty eight shillings & three pence &
Execution at 22nd Sept^r 1764

Jam^s Wilson of Springfield in the County of Hampshire Blacksmith Plt. vs Daniel
Spelman of Granville in the same County Cordwainer Deft. in a plea of the Case for that
the Deft. at said Springfield on the Last day of March last past being justly indebted
to the Plt. in the sum of three pounds & seven shillings lawful money for sundry Goods
Wares and Merchandises there before that time sold and delivered by the Plt. to y^e Deft.
At his special Instance and request according to the Account annexed to y^e Plt^{'s} Writ &
then and there in consideration thereof promised the Plt. to pay him said sum on
Demand yet tho' often requested the Deft. has never paid said sum to the Plt. or any
part thereof but unjustly wholly deny to do it to the Plt. Damages &c. - The said
Parties come before the Court of the Lord the King now here and agree to refer y^e Case
to the final Determination and award of Samuel Mather Physician Moses Duvey
Jent^l and Nathaniel Weller yeoman or any two of them Arbitrators mutually
lected & named by the S^r parties to be made upon the premises and returned into
his Court so soon as may be, and the said parties have a day before y^e Lord the
King here until the second Tuesday of November next -

Joel Kellogg of Hadley in the County of Hampshire yeoman Plt. vs Elijah Allwood
of South Hadley in the County of Hampshire yeoman Deft. in a plea of the Case
for that

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Kellogg } In that ¹⁷ Elijah at South Hadley about in the fifth of July 1760 by his note for
value received promised one Mark Stephens to pay him or his Order five pounds 15. 11.
who afterwards the contents thereof being wholly unpaid ordered the same to be p^d
to the Plt. of which the def^t had notice but hath never paid the same &c

The Plt. by John Phelps Gent. his Att. appears. The s^d Elijah tho three times
publicly called makes default of appearance here. Therefore it is considered
by the Court that the said Joel do recover against the said Elijah six pounds
one shilling shilling and three pence of lawful money Damages and Costs of
Suit taxed at One pound nineteen shillings and five pence and he may have
his Execution thereof &c. N.B. in this case upon my being certified by the pl^t Att^y
that Joel Kellogg whose the property of the foregoing note is, is not Joel Kellogg of
Hadley but Joel Kellogg of Tisburyham in County of Berkshire, I on the 17th
day of June 1765 issue out an Execution on the foregoing Judgment in favour of
the last named as suing in name of Joel Kellogg of Hadley. W^m Williams Clk.

Billing } Aaron Billing of Sudbury in the County of Hampshire yeoman Plt. vs Elijah Allen
of South Hadley in the s^d County of Hampshire yeoman Def^t in a plea of the Case for that
the def^t on the 29th of Oct^r 1762 by his note for Value received promised the pl^t to pay or
deliver to him thirty three bushels of merchantable Salt at Deacon Edwards' at Hartford
the duty then neat which Salt & Plt. salt was equal in Value to six pounds 12s. but the
def^t never delivered the same salt &c. The Plt. by John Phelps Gent. his Att. appears.
The said Elijah being three times publicly called makes default of appearance.
Therefore it is considered by the Court that the s^d Aaron do recover against s^d E.
Elijah six pounds twelve shillings of lawful money Damages and Costs of Court taken
at two pounds & eleven pence & he may have Execution &c. 24th Nov. 1764.

Deane } Silas Deane of Weatherfield in the County of Hartford in the Colony of Connecticut
Esq^r vs Datis Esq^r of Westfield in the County of Hampshire yeoman Def^t.
in a plea of the Case for that the s^d Datis at s^d Westfield on the last of May last by his
note for Value received promised the pl^t. to pay him or order thirteen pounds 6s. on demand
but hath not paid it &c. The Plt. by John Phelps Gent. his Att. appears. The s^d Datis
being three times publicly called makes default of appearance here. Therefore it
is considered by the Court that the said Silas do recover against the said Datis
thirteen pounds ten shillings and one penny three farthings of lawful money Dam.
& Costs of Suit taxed at one pound 19s. &c. Execution &c. 26th Sept. 1764.

Fowler } John Fowler of Westfield in the County of Hampshire yeoman Plt. vs Moses
Dewey of the same Westfield Gent. & a Deputy Sheriff for said County under Oliver
Partridge Esq^r Sheriff of s^d County. Def^t in a plea of the Case for that the said Moses
at s^d Westfield on the fourth day of March Anno Domini 1760 by his note for Value
Received, promised the said pl^t to pay him forty three pounds eighteen shillings & 9s.
on demand with Interest till paid yet the def^t tho often thereto requested hath not
performed his said Promise but he unjustly neglects to do so to the Damage of
the said John &c. The Plt. by John Phelps Gent. his Att. appears. And the
Def^t by Cornelius Jones Gent. his Att. appears and pleads and says that the Plt.'s Demand
& Matters therein contained is insufficient in Law and that by the Laws of the
Land he is not bound to make answer thereto and this he is ready to verify and
thereof he prays Judgment and Judgment for his Costs. And the said John the
Plt. saith that his Declaration aforesaid and matters therein contained are good &
sufficient in Law to Oblige him the said Def^t to answer thereto and because the s^d
Def^t has not in any manner denied or contradicted the same the Plt. prays Judgment
and that.

And that his Damages and Costs may be do judged to him. Whereupon the premises ^{Howler} being seen and by the Court of our said Lord the thing now here fully understood, for ^{vi} but it seems to the Court of our said Lord the thing now here that the P. Declaration ^{Dewey} and the matter therein contained are good and sufficient in Law to maintain the action of the said John Howler thereupon against the said Moses Dewey -

Therefore it is Considered that the same John do recover against of same Moses thirty nine pounds one Shilling and eight Pence one farthing of lawful money Damages and Costs of Suit taxed at thirty four Shillings & one penny & that he be ^{been in 9th Nov: 1764}

Samuel Ozborn of a place called the Wedge of Land in the County of Hartford & Ozborn Colony of Connecticut yeoman Plt. vs Samuel Cook of Westfield in of County of Cook Hampshire yeoman Deft. in a plea of the Case for that the deff. on the 20th day of August 1763 by his note for Value received promised the plt. to pay him six pounds in good merchantable bonds &c but has not done it - The Plt. by John Phelps gent. is Att. appears. The P. Samuel Cook being three times publicly called to come into Court makes default of appearance here - Therefore it is Considered by the Court that the said Samuel Ozborn do recover against the P. Samuel Cook the sum of four pounds five Shillings of lawful money Damages and Costs of Suit taxed at One pound eighteen Shillings and nine pence of like money & he may have his Execution thereof ^{Execution is 26th Sept: 1764}

John Mosely of Westfield in the County of Hampshire gent. Plt. vs Benajah Webster ^{Mosely} lately of Windsor in the County of Hartford in the Colony of Connecticut yeoman Deft. ^{vi} in a plea of the Case for that the deff. at said Westfield on the 23^d of July 1762 by his note ^{Webster} for Value received promised one Daniel Sitton to pay to him or order twenty pounds or two years from that Day with interest till paid and afterwards on the same 2^d of July afores^d at said Springfield the P. Daniel by his Indorsement on the back of said note with his own proper hand Subscribed ordered the Contents of P. note then wholly due to be paid to the Plt. or his order of all which the same Benajah then instantly had notice and so became liable to pay the said Contents of the P. Note the said John and there and there promised him to pay him the same according to the Tenor thereof yet tho' often requested by the Plt. he hath never paid the same to the Plaintiff of the P. Note £20. - The Plt. by John Phelps gent. his Att. comes here and humbly informs this honorable Court that if P. Benajah at the time of P. Service of the Plt. Writ was, ever since has been, and now is out of this Province & therefore prays Continuance of the Action And it is continued until the second Tuesday of November next and they the P. Parties have a day accordingly -

John Sedyard of Hartford in the County of Hartford in the Colony of Connecticut ^{Sedyard} vs Benoni Sacket of Westfield in the County of Hampshire yeoman Deft. in ^{vi} a plea of the Case for that the P. Benoni on the 23^d of Sept: 1763 by his note for Value ^{Sacket} received promised one Ezra Strong to pay him or order ten Pounds 10s. by the first of March then next with interest from that time and the P. Ezra afterwards ordered the Contents of same note then wholly due to be paid to the Plt. of which the deff. had notice, but hath never paid him the same &c The Plt. by John Phelps gent. his Att. appears. The said Benoni being three times publicly called makes default of appearance in Court - Therefore it is Considered by the Court that the said Samuel do recover against the said Benoni Seven pounds two Shillings and Seven pence two farthings of lawful money Damages and Costs of Suit taxed at forty Shillings and Seven pence & he may have his Execution thereof ^{Execution is 24th Sept: 1764}

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Morley } Isaac Morley of Springfield in the County of Hampshire yeoman Plt. vs. Stephen
Fickox } Fickox of Granville in the said County yeoman Deft. in a plea of the Case for that
the said Stephen at S. Granville on the Eleventh of April 1763 by his note for Value
received promised the plt. to pay him or order seventeen pounds on Demand with
Interest but hath not done it &c. The Plt. appears by John Phelps Gent. in Att.
The D. Stephen tho' three times publicly called makes default of Appearance &c.
Therefore it is Considered by the Court that the said Isaac do recover against
the said Stephen Ten pounds thirteen Shillings and Six pence of lawful money
Damages and Costs of Suit taxed at one pound fourteen Shillings and eleven pence
He may have his Exec. there of &c. Racon is. 24th Sept. 1764

Batcheller } Breed Batcheller of Keen in the Province of New Hampshire Gent. Plt. vs. Barnabas
Evans } Evans late of Palmer in the County of Hampshire yeoman Deft. in a plea of
the Case for that the D. Evans at Springfield aforesd. on the 25th of March 1763 by his
note for Value received promised the Plt. to pay him or his order ten pounds 13th
by the first of August then next with Interest &c. also for that the same Evans there on
the same day by his other for Value received promised the Plt. to pay him or his order
eight Pounds by 4th first of August aforesd. with Interest &c. but hath not done it &c.
The Plt. by Daniel Jones Gent. his Att. appears. The Deft. tho' three times publicly
called to come into Court makes default of Appearance here &c. Therefore it is Considered
by the Court that the said Breed do recover against the said Barnabas Twenty
pounds five Shillings and four pence of lawful money Damages & Costs of Suit taxed
at Two pounds eight Shill. Eleven pence He may have Ex. &c. Racon is. 24th Sept. 1764.

Idem } Breed Batcheller of Keen in the Province of New Hampshire Gent. Plt. vs. Ebenezer
Hodard } late of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for y^e
the D. Ebenezer at S. Springfield on the fourth of Sept. 1761 by his note for Value recd. promis
one Stephaniah Batcheller to pay him or his order five pounds by the first of June the
next, who afterwards ordered the Contents of the same note then wholly due to be paid
the Plt. of which the Deft. had notice but has never paid & same &c. The Plt. by Daniel
Jones Gent. his Att. appears. The Deft. being three times publicly called to come into
Court makes default of Appearance here. Therefore it is Considered by the Court
that the said Breed do recover against the said Ebenezer five pounds eighteen
Shillings lawful money Damages and Costs of Suit taxed at two pounds 10th &c.
Racon is. 24th Sept. 1764.

Lawrence } Joseph Lawrence of Warwick in the County of Hampshire yeoman Plt. vs. Moses
Evans } Evans of the same Warwick yeoman Deft. in a plea of the Case for that the D. Moses
at Warwick aforesd. on the 10th of Oct. 1763 by his note for Value received promised the
plt. to pay him or his order eight Pounds by the first of the then next May with interest
but hath not done it &c. The Plt. appears by Mr Thomas Robinson of Haverhill
his Att. &c. The said Moses tho' three times publicly called to come into Court doth
not come but makes default of Appearance here. Therefore it is Considered
by the Court that the said Joseph do recover against the said Moses eight Pounds
eight Shillings & seven pence of lawful money Damages and Costs of Suit
taxed at Two pounds nine Shillings & nine pence &c. Racon is. 20th Oct. 1764.

Dymon } George Dymon of Springfield in the County of Hampshire Gent. Plt. vs. Joseph
Warner } Warner of the same Town yeoman Deft. in a plea of the Case for that y^e Deft. there
on the 15th of Oct. 1763 by his note for Value received promised the plt. to pay twenty
seven pounds money on demand with Interest &c. but hath not paid the same.
The Plt. by Moses Rich Gent. his Att. appears. The D. Joseph tho' three times publicly
called to come into Court makes default of Appearance here. Therefore

Therefore it is Considered by the Court that the said George do recover against
said Joseph Twenty eight pounds eight Shillings & Seven pence of lawful money
damages and Costs of Suit taxed at Twenty eight Shillings & nine pence & he may have
his Execution thereon Execn is: Sept: 22: 1763

George Synchon of Springfield in the County of Hampshire Gent. Plt. vs Benjⁿ ^{Horton} ^{of the same Town yeoman and debt in a plea of the Case for that the said}
Benjⁿ at said Springfield on the thirtieth of August 1763 by his note for Value
received promised the plt. to pay him nineteen pounds 19¹/₄ on demand together
with the lawful Interest thereof till paid yet tho' often requested the s^d Horton
with not paid the same or any part thereof but refuses to do it to the plt. -
damages £26. The said George by Messrs Blip Gent. his Att. appears - the s^d
Benjⁿ - Tho' three times publicly called makes default of Appearance here -

Therefore it is Considered by the Court that the said George do recover against
the same Benjamin Twenty one pounds three Shillings and Seven pence of lawful
money Damages and Costs of Suit taxed at one pound eight Shillings & nine pence
and he may have his Execution thereon - Afterwards the said Benjamin by Cornelius
Jones Gent. his Attorney writes here and appeals from the Judgment of this
Court to the Superior Court of Judicature to be holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of September next and
he said Cornelius recognizes with Sureties according to Law for the s^d Benjamin
prosecuting the appeal with effect as by the recognizance on file appears -

Luke Blip Gent. and Lewis Blip Gent. both of Springfield in the County of Hampshire
Plt. vs Benjⁿ Horton of the same Town yeoman and debt in a plea of the Case for that whereas
the Nathaniel Gilbert at said Springfield on the 27th of June 1763 made his certain
promissory note in writing bearing date the day and year last mentioned & subscribed
the same note with his own proper hand and delivered the same to the said Benjamin
the Debt. and thereby promised the said Benjamin for Value received to pay him or his
order the Sum of ten pounds lawful money on or before the first day of May then next en-
suing together with lawful Interest for the same and afterwards that is to say on the second
day of May last past at Springfield aforesaid the said Benjamin before the payment of
said Sum or any part thereof by said Nathaniel by his Indorsement on said note in
writing with his own proper hand subscribed appointed and directed said Nathaniel to
pay the Contents of said note then wholly due and unpaid to the plaintiff, for Value re-
ceived of them And afterwards that is to say on the fourth day of August Current at said Springfield
the said Luke and Lewis the Plt. shewed the said Note with the Indorsement afores^d thereon
made and subscribed by the said Benjamin to the s^d Nathaniel and then and there requested
the said Nathaniel to pay them the said Sum with the Interest thereof due and payable
on said note according to the Tenor thereof and of the Indorsement aforesaid But the said
Nathaniel then and there refused to pay the Plt. the same of all which the s^d Benjamin
the Defendant on the thirteenth day of August Current at said Springfield had notice from
said Luke and Lewis the Plaintiffs and the said of money mentioned in said note or any
part thereof or the Interest for the same due and payable on said note not having been paid
by said Nathaniel to said Luke and Lewis by reason thereof the said Benjamin by Law
became chargeable and liable to pay the said Luke and Lewis the Contents of said note and
being so chargeable and liable the said Benjamin in Consideration thereof understood and
faithfully promised the Plaintiffs to pay them the same whenever he should be thereto
requested And also for that the said Benjamin at said Springfield on the same fourth
day of August last past was justly indebted to the said Luke and Lewis the Plt. in one
other Sum of Eleven pounds lawful money for the same Sum of money before that time
there

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Bliss
Inter. } there had and received by the said Benjamin of the Plaintiff to their use in consideration
thereof the said Benjamin then and thereunto and faithfully promised the Plt. to
pay them the same on demand yet said Benjamin tho' often requested hath never paid
the plaintiff or either of them either of said sum or any part thereof or any way
fulfilled either of his said promises but hitherto hath and still unjustly neglected and
refuses to pay them the same to the Damage of the Plt. £22. 0. The Plt. by Moses
Bliss Gent. his Attorney appears ~ And the said Benjamin the Def. by Cornelius Jones
Gent. his Att. comes and Defends and says that he never promised the Plt. in manner
and form as the Plt. in their Declaration have alleged and thereof puts himself
on the Country ~ And the said Plt. reserving liberty to themselves of waving this
Demurrer on the Trial on the Appeal and then to join the Issue tendered now says that
the Defendant's plea above pleaded and the matters aforesaid is insufficient in Law and
that they are not holden by Law to answer thereto all which the Plt. are ready to prove
thereof pray Judgment and Judgment for their Costs. And the said Benjamin says
his plea is sufficient. Whereupon all and singular the premises being seen and by
the Justice of the Lord the thing now here fully understood for that it appears to y^e
Justice of the Lord the thing now here that the plea aforesaid of the s^d. Benjamin
by him in manner aforesaid above pleaded and the matter in the same contained
is good and sufficient in Law to hold the Plt. to reply and answer to the same and
for that they have not made any answer in Law thereto therefore it is considered
that the said Luke and Lewis by their plea aforesaid receive Nothing but that for
their Groundless Claim they be in Mercy & and it is also considered that the said
Benjamin do recover against the said Luke and Lewis his Costs in defending this
Suit.

The said Luke and Lewis the Plt. by John
Worthington Esq. their attorney appeal from the Judgment of this Court to the Superior
Court of Judicature to be holden at Springfield aforesaid & for the s^d. County on the fourth
Tuesday of September next and he recognises with Sureties according to Law for their
prosecuting the appeal with effect there as by said Recognizance on file appears.

Chapman
or
Davis } Samuel Chapman of Tolland in the County of Hartford & Colony of Connecticut Gent.
Plt. vs Experience Davis of Greenwich in the County of Hampshire yerman Def. in
a plea of the Case for that y^e. Def. at said Springfield on the first day of June last past
owing s^d. Samuel nine pounds on both Account in Consideration thereof promised y^e
Plt. to pay him the same on demand yet has never done it ~ The Plt. by Moses Bliss
Gent. his Attorney appears ~ The said Davis tho' three times publicly called makes
Default of Appearance here ~ Therefore it is considered by the Court that the said
Samuel do recover against the said Experience nine pounds of lawful money
Damages and Cost of Suit taxed at two pounds one shilling and one penny &c ~
Done in Sept. 22. 1764.

Church
Webber } Moses Church of Springfield in the County of Hampshire yerman Plt. vs John
Webber of a New Plantation called Number nine otherwise called Murrifield
lying on the branches of Westfield River in the s^d. County of Hampshire yerman
Def. in a plea of the Case for that said John at said Springfield on the 28th of June
1763 by his note for Value received promised the Plt. to pay him three pounds 2/8 by y^e
first of the next June with Interest &c but hath not paid the same &c The Plt. by M^r.
Moses Bliss his Attorney appears ~ The said John being three times publicly
called makes default of Appearance here ~ Therefore It is considered by The
Court that the said Moses do recover against the said John three pounds nine
shillings and three pence one farthing of lawful money Damages and Costs of Suit
taxed at one pound twelve shillings and five pence the may have his Execⁿ thereof &c
Done in Sept. 22. 1764.

Jedidiah Bliss of Springfield in the County of Hampshire Gent^r Plt. vs William Coley of Cranville in the same County yeoman Def^t. in a plea of the Case for that the said William at Springfield on the first day of June last past owed said Jedidiah three pounds 18^s 6^d lawful money by book account to balance the same according to the account a file & in consideration thereof promised the Plt. the same on demand but hath not paid it &c. The Plt. by Moses Bliss Gent. his Attorney appears. The s^d William tho three times publicly called to come into Court doth not come but makes default of appearance. Therefore it is Considered by the Court that the said Jedidiah do recover against the said William three pounds eighteen shillings & five pence half penny of lawful money Damages & Cost of Court taxed at thirty one shillings & three pence & he may have &c.

William Tiley of Hartford in the County of Hartford & Colony of Connecticut Gent^r Plt. vs Noadiah Gillet of Westfield in the County of Hampshire yeoman Def^t. in a plea of the Case for that the def^t. at said Springfield by his note bearing date the 10th of August Current promised the Plt. to pay him six pounds 9^s 6^d on demand with Interest but hath not paid the same &c. The Plt. by Moses Bliss Gent. his Att^r appears. The said Noadiah tho three times publicly called makes default of appearance here. Therefore it is Considered by the Court that the said William do recover against the said Noadiah six pounds nine shillings and seven pence of lawful money Damages & Cost of Court taxed at One pound Twenteen shillings & three pence & he may have his Exon &c. Tilen v^s Sept. 22^d 1764

John Townley of Hartford in the County of Hartford & Colony of Connecticut Merchant Plt. vs John Ely of Springfield in the County of Hampshire yeoman & Justin Ely of said Springfield Gent^r Def^t. in a plea of the Case for that the Defend^ts at said Springfield on the first day of June last past owed the Plt. sixty six Pounds lawful money for divers Wares & Merchandises there before that time sold and delivered by the Plt. to the Defend^ts at their special instance and request & in Consideration thereof the Defend^ts then and there promised the Plaintiff to pay him the same on demand yet the Defend^ts or either of them tho' often requested have never paid the Plaintiff the same or any penny thereof but neglect and refuse to do it to the Damage of the said John Townley &c. The Plt. by Joseph Hawley of his Att^r appears. And the said Def^t by the before named Justin come into Court and plead and say they never promised the Plt. in manner and form as the Plt. in his Declaration has alledged and thereof put themselves on the Country.

And the said Plt. reserving Liberty to waive the following Damages says that the Def^t's plea and the matter thereof is an insufficient answer to him the Plt. duon and that by the Law he is not held to reply thereto the said plea being wholly insufficient to preclude him from his Damages within demanded and thereof he prays Judgment and that his Damages may be adjudged to him. And the Defend^t replying to the Plt. reservation says that his plea is sufficient. Thereupon the Jurors being viewed by the Court of the Lord the thing now here for that it appears to the said Court that the plea of the said Def^t by them in manner above pleaded is in Law good and sufficient to preclude the Plt. from having his Damages above demanded And for that the s^d Plt. hath made no answer to the same. Therefore it is Considered that the said John the Plt. by his plea aforesaid receive nothing, but that for his Groundless Claim he be in mercy &c. And it is also Considered that the s^d John & Justin the Defend^ts do recover against the said John the Plt. Twenteen shillings and Two pence of lawful money allowed them with their Consent for their Costs and expenses in defending this Suit & they may have their Exon thereof &c.

The P^r

The said John the Plt. by his Att. before named appeals from the Judgement of this Court to the Superior Court of Judicature to be holden at Springfield in and for the County of Hampshire on the fourth Sunday of September next & his Attorney aforesaid recognises with Sureties according to Law for his the Plt. prosecuting the appeal there with effect as by the said Recognizance on file it doth appear.

Robert Breck Junr. of Springfield in the County of Hampshire Gent. Plt. vs. Zachariah Warner of Springfield aforesd yernan Deft. in a plea of the Case
 for that y^d Zachariah at said Springfield on the 1st of August 1763 by his note for Value received promised the Plt. to pay him two pounds 13/4 on demand and with Interest &c but hath not paid y^e same. The Plt. by Messrs Bliff Gent. his Att. appears. The said Zachariah tho' three times publicly called to come here makes Default of Appearance. Therefore it is considered by the Court that the said Robert do recover against the said Zachariah two pounds sixteen Shillings and Eleven pence of lawful money Damages and Costs of Suit taxed at one pound eight Shillings & nine pence he may have &c. &c. 22^d Sept. 1764.

Fellow Billing of Sudburland in the County of Hampshire Gent. Plt. vs. Elijah Allwood of South Hadley in the same County yernan Deft. in a plea of the Case for the debt at Springfield
 aforesd on the fourth day of March 1762 by his note for Value received promised the Plt. to pay him three pounds 5/2 on demand and with Interest &c but hath not paid the same. The Plt. by Joseph Hawley Esq. his Att. appears. The said Elijah being three times publicly called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Fellow do recover against the said Elijah three Pounds fourteen Shillings and nine Pence half penny of lawful money damages & Costs of Suit taxed at one pound 13/5. Taxation is 15th Nov. 1764.

John Willson of Petersham in the County of Worcester Gent. Plt. vs. Benjamin Cotton Junr. of Springfield in the County of Hampshire yernan Deft. in a plea that
 the said Benjamin render to the said John a reasonable account from the time that he the said Benjamin was Bailiff of the said John and receiver of the monies and Chattels of the said John to wit at Springfield in the County aforesd for that y^d Benjamin at said Springfield on the first day of May in the third year of the King's Reign to wit y^e Reign of the now King until the last day of March in y^e fourth Year of the same King's reign was the bailiff of the said John and for y^e whole time had the care and Disposition of divers goods and Chattels of the said John to wit of two notes of hand of the Contents and Value of more than ten pounds to wit at Springfield aforesaid to merchandize and make profit thereof for him the said John and to render a reasonable account thereof to him the said John when he said Benjamin should be thereto required Also for that the said Benjamin during the time aforesaid received of the monies of the said John by the hands of one Jonas Fletcher ten pounds and also received two notes of hand the property of said John by the hands of one Solomon Boltwood to render a reasonable a/c of the said monies and notes to the said John Whenever he the said Benjamin should be thereto required yet y^e said Benjamin tho' often requested to wit on the last day of March aforesaid at Springfield aforesaid & often since hath not rendered any reasonable account of said monies and said notes of hand to said John but has wholly refused & still refuses to do it to y^e Damage of the said John &c. &c. The before named Parties come here and agree to refer the case to the final Determination.

Determination and Award of M^{rs} Benjamin Day Nath^l Brewer & Robert Black Jun^r. Gentlemen all of Springfield aforesaid, or any two of them Arbitrators mutually elected by the said Parties) to be made upon the premises & turned into this Court so soon as may be, and the said Parties have a further day before the Lord the thing here until the Second Tuesday of November next.

John Ely yeoman and Justin Ely Gent^l both of Springfield in the County of Hampshire ^{Ely & Justin} vs James Lornie late of Blanford in the County of Hampshire yeoman def^t in ^{Lornie} a plea that the said James render to the said John and Justin his reasonable account during the time that said James was bailiff of the said John & Justin at Springfield aforesaid and whereon the Pl^t say the said James had been bailiff to the s^d John and Justin at Springfield afores^d from the tenth day of June 1762 to the tenth day of Jan^y 1763 and during that time had the Care and management of three thousand two hundred & twenty four feet of Oak of the Pl^t of the Value of twenty seven pounds five Shillings and eight Pence lawful money to merchandise & make profit thereof for and to render a reasonable amount thereof to the Pl^t when said James should be thereto requested yet the Def^t tho^t often requested hath never rendered an account thereof to the Pl^t or either of them but unjustly neglects and refuses to do so to their Damage £30. The Parties now come here and agree to submit the Case to the final Determination and Award of M^{rs} Robert Black Jun^r. Elipha Parks & John Morgan Jun^r. or any two of them Arbitrators mutually elected by the said Parties to be made upon the Premises & set down in writing and to be returned into Court at this Term. Afterwards the s^d Robert Black and John Referees above named come into Court now here and report as follows viz that the said James shall pay the Pl^t Eleven Shillings and four pence half penny & Costs of Suit together with twelve Shillings for their own trouble And the said Report & Award is accepted. Therefore it is Confirmed by the Court that the said John and Justin the Pl^t do recover against the said James Eleven Shillings & four pence half penny of Lawful money Damages & Costs of Suit allowed to be one pound six Shillings and eleven pence & they may have In^{ter} Est^{ate} 26th Sept. 1764.

John Ely yeoman and Justin Ely Gentleman both of Springfield in the County of Hampshire ^{Ely & Justin} vs Eliakim Cooley of Springfield afores^d yeoman def^t in a plea of the Case for ^{Cooley} at the Def^t at a place called Ranslaire's Pottin near Albany in said Springfield on the sixteenth day of May AD 1763 by his note for Value received promised the Pl^t to pay them eighteen Pounds 7^s with the lawful Interest from the date till paid yet the def^t tho^t often requested hath never fulfilled his said Promise to the Pl^t or either of them but neglects to do so to their Damage £30. The said Parties come here and humbly move that they may have a further day before the Lord the thing in this Court until the Second Tuesday of Nov^{er} next ensuing with this Agreement mutually made that the Trial that may be had in of the Case at the next Term shall be final, and it is granted them accordingly.

Joel Ely of Springfield in the County of Hampshire yeoman pl^t vs William Rogers Ely of Greenwich in the same County yeoman def^t in a plea of the Case for that the def^t at said Springfield on the 24th day of Oct^r last being justly indebted to the Pl^t the sum of five pounds 7^s for 24 1/2 bushels of Salt and two Hogheads at that time sold and delivered to the Def^t by 7^s 10^d in Consideration thereof the Def^t then and there promised the Pl^t to pay him the said sum on demand yet has not done it &c. The said Joel being now three times publicly called to come into Court & prosecute his Action against the said William is Non suit. Thereupon the said William by Joseph Hawley by his Attorney comes and humbly moves that he may be allowed his Costs &c. Therefore

Therefore it is considered by the Court that the said William do recover against the said Joel Subpoenaed nineteen shillings and one penny of lawful money allowed him by the Court with his consent for his loss and expenses in defending this Suit. *He may have his Execution ii^d 22^d Oct. 1764*

Joel Ely of Springfield in the County of Hampshire yeoman Plt. vs. Elijah Rogers of Springfield yeoman Deft. in a plea of the Case for that the Deft. on the last of July last owing the Plt. fourteen Pounds 2/6 for sundry goods &c. and for money and for a yoke of Oxen promised him the same on demand. The Plt. in this Case being three times publicly called to come into Court is Non suit &c. Deft. in like manner Defaulted and the Action is dismissed.

David Leonard of Springfield in the County of Hampshire yeoman Plt. vs. Job Alvord of said Springfield Gent. Deft. in a plea of the Case for that the Deft. then on the 7th day of Sept. AD 1763 by his note for Value received promised the Plt. to pay him or his order ten pounds six Shill. & 5^d on demand with use yet the Deft. hath not paid the same. The Plt. by Justice Ely Gent. his Attorney appears. The said Job being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said David do recover against the said Job ten pounds eighteen shillings and three pence three farthings of lawful money Damages and Costs of Suit taxed at one pound eleven shillings and a penny. *He may have his Execution ii^d 11th Sept. 1764*

Samuel Palmer of Springfield in the County of Hampshire yeoman Plt. vs. James Pease of Hatfield in the same County yeoman Deft. in a plea of the Case for that the said James at Springfield on the 20th day of January last by his note for Value received promised the Plt. to pay him five pounds 10^s worth of good english west India Rum by the sixteenth of April then next but hath not done it. The Plt. by Justice Ely Gent. his Attorney appears. The said James being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Samuel do recover against the said James five pounds ten shillings of lawful money Damages and Cost of Suit taxed at one pound fifteen shillings & two pence. *He may have his Execution ii^d 11th Sept. 1764*

Samuel Lamb of Westfield in the County of Hampshire yeoman Plt. vs. James Pease of Hatfield in the same County yeoman Deft. in a plea of the Case for that the said James at Westfield on the 19th of November 1761 by his note for Value received promised the Plt. to pay him eighteen shillings within seven months. Also for that the Deft. on the 21st of the same November by his other note for Value received promised the Plt. to pay him one pound money on demand. And also being indebted to the Plt. then on the last day of December 1761 the sum of three pounds for a Coat there before that time sold him by the Plt. in consideration thereof promised him the same on demand yet hath not performed either of his said Promises. The Plt. by Justice Ely Gent. his Att^r appears. The said James being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said Samuel do recover against the said James four pounds eighteen shillings of lawful money Damages and Costs of Suit taxed at one pound seventeen shillings and five pence. *He may have his Execution ii^d 13th Sept. 1764*

Joel White of Bolton in the County of Hartford in the Colony of Connecticut Gent. Plt. vs. Phineas Steadman of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that the Deft. on the 23^d of Jan. last by his note for Value received promised the Plt. to pay him nine pounds 8/7^d in four months with Interest from date but hath not done it. The Plt. by Justice Ely Gent. his Att^r appears. The said Phineas being three times publicly called makes default of appearance here. Therefore

Therefore it is Considered by the Court that the said Joel White do recover against the
said Thinehas Steoman Nine Pounds fifteen shillings, and five pence three farthings,
lawful money Damages and Two pounds and two pence of like money Costs of Suit
and he may have his Execution therefor -
Execution 2^d 11th Sept. 1764 -

Samuel Curtis of Westfield in the County of Hampshire yeoman plt. vs Barnabas
Curtis of Salome in the said County of Hampshire yeoman deft. in a plea
of the Case for that the deft at Westfield aforesaid on the 11th of Oct^r 1763 by his note for
value received promised the plt. to pay him two pounds 15/ on demand with interest
but hath not done it - The plt. by Cornelius Jones Esq^r his Att^r appears - The
said Barnabas being three times publicly called makes default of appearance here.
Therefore it is Considered by the Court that the s^d Samuel do recover against
his s^d Barnabas Two pounds, Twelve shillings & Eleven pence of lawful money
Damages and Cost of Suit taxed at one pound 15/3. & he may have his Execution.
Execution 2^d 19th Oct^r 1764.

Cornelius Jones of Springfield in the County of Hampshire Esq^r plt. vs Benjamin
Colton Jun^r of the s^d Springfield yeoman deft. in a plea of the Case for that the deft on
the 29th of March 1764 at s^d Springfield by his note for value received promised the
plt. to pay him in order eight pounds 12/2 on demand with lawful interest but hath
not done it - The plt. appears - The s^d Benjamin being three times publicly called
makes default of appearance here - Therefore it is Considered by the Court that
the s^d Cornelius do recover against the said Benjamin eight pounds sixteen
shillings and eight pence half penny of lawful money Damages and Costs of
Suit taxed at one pound 9/9. & he may have his Execution -
Execution 2^d 3^d Oct^r 1764 -

Aruba Adams of Springfield in the County of Hampshire widow & Spinster
plt. vs Benj^d Leonard Jun^r of the s^d Springfield yeoman deft. in a plea of the Case
for that the deft. at said Springfield on the 17th Day of Feby 1763. by his note for
value received promised the plt. to pay her twenty six pounds 13/4 on demand & so
The plt. in this Action being three times publicly called to come here & prosecute
her s^d Action against the s^d Benjamin is Non suit - and the s^d Benjamin may
and pray for his Costs - Therefore it is Considered by the Court that the same
Benjamin do recover against the s^d Arubah his Costs in defending this Suit
not bill made -

Timothy Burbank of Springfield yeoman vs Joel Ely of the same Town yeoman
The s^d Joel Ely was summoned to appear before this Court to shew cause wherefore
the s^d Timothy should not have Judgment and Execution against the s^d Joel for s^d Ely
sum of Twenty Pounds & seven pence for this to wit that the same Joel was surety
for the Appearance of One Shubael Geer Jun^r before this Hon^{ble} Court holden at Spring
field on the Last Sunday of August last past to answer to a certain process of s^d said
Timothy there had s^d s^d Shubael & for his Abiding & performing s^d Judgt^r
that should be obtained thereon & that the s^d Burbank did there recover against s^d
Shubael the afores^d sum for Damages and Cost & took out his Execution and that s^d
same Shubael could not be found nor his Estate whereon to levy s^d same Execution &
the same Writ was returned wholly unsatisfied - as may be seen on file -
The said Timothy being three times publicly called is non suit and the said
Joel likewise Defaulted & the Action is discontinued -

Consider Williston of Springfield in the County of Hampshire yeoman plt. vs
Daniel Spelman of Granville in the s^d County Cordwainer deft. in a plea of Case
for that the deft on the 26th of July 1763 by his note for value received promised one
Thomas Williston to pay him in order Two pounds 1/4 on demand with use and
after demand
Execution 2^d 19th Oct^r 1764.

William
Spelman } And afterwards the s^d Thomas ordered the Contents of the same Note to be paid to y^e
Plt. of which the def^t. had notice but hath not paid the same. The Plt. by Cornelius
Jones Gent. his Att^r. appears. The s^d Daniel tho' three times publicly called to come
into Court makes default of Appearance here. Therefore it is considered by y^e
Court that the said Consider do recover against the s^d Daniel seven pounds ten
shillings and eight pence her shillings of lawful money Damages & Costs of Suit
taxed at one pound sixteen shillings and one penny & he may have his Execⁿ thereon
in d^y. 9th Oct^r. 1764.

Taylor
Smith } John Taylor of Springfield in the County of Hampshire yeoman Plt. vs Martin
Smith yeoman Aja Miller yeoman and John Rockwell yeoman all of Springfield
aforesaid Def^ts in a plea of the Case for that the def^ts at s^d Springfield on the 22^d
day of September 1763 by their note under their hands duly executed of that date
then and there for Value received promised the plt. jointly & severally to pay
him on demand the Sum of Twenty pounds lawful money yet the def^ts tho'
often requested have not either of them paid said Sum or any part thereof
to the Plt. but they and each of them unjustly deny neglect and refuse to do so
to the Damage of the said Plt. £25. The Parties come here in their proper
persons and agree to submit the Case to the final Determination & Awards
of Mess^{rs} Benj^y & Day Jonathan White and Daniel White all of Springfield
or any two of them (Arbitrators mutually elected by the s^d Parties) to be made
upon the promises and returned into this Court so soon as may be, and the s^d
Parties have a further day before the Lord the King here until the second Tuesday
of November next ensuing.

Fowler
or
Jones } Biddad Fowler of Westfield in the County of Hampshire yeoman Plt. vs William
Jones of Great Barrington in the County of Berkshire Sadler def^t. in a plea
of the Case for that the def^t on the last of July last at Westfield afores^d owed the said
Biddad nine pounds to balance accounts & in consideration thereof promised him
to pay him the same on demand but hath not paid the same & The Plt. by
Cornelius Jones Gent. his Att^r. appears. The said William being three times
publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the said Biddad do
recover against the s^d William nine pounds of lawful money Damages
and Costs of Suit taxed at two pounds one shilling and one penny of like
money and he may have his Execⁿ thereof in d^y. 3^d Oct^r. 1764.

Dynthon
or
Graves } George Dynthon of Granville in the County of Hampshire yeoman Plt. vs Roswell
Graves of Granville afores^d yeoman def^t. in a plea that the def^t. tender to the Plt. fifty pounds
six shillings which by his bond, in Court to be produced, bearing date the ninth of January
1763 under his hand and Seal he bound himself to the plt. to pay him on demand but
hath not done it. The Plt. by Cornelius Jones Gent. his Att^r. appears. The Def^t. being
three times publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the said George do recover against
the said Roswell thirty pounds nineteen shillings and nine pence three farthings of
lawful money, being the Sum due upon an equitable Chancery of the s^d bond. Debt &
Costs of Court taxed at one pound nineteen shillings & a penny & he may have his
Execⁿ thereon in d^y. 3^d Oct^r. 1764.

Minick
or
Brooks } Benjamin Minick of Brimfield in the County of Hampshire Gent. Plt. vs
Samuel Brooks yeoman and Lydia Brooks Housewife and wife of the s^d Samuel both
of Springfield in the s^d County Def^ts in a plea of the Case for that the s^d Lydia at s^d
Springfield on the 19th day of April 1756 she being then sole and unmarried by her
note for Value rec^d promised the s^d Benjamin to pay him four pounds 10^s 6^d on demand
with

with Interest till paid but hath not paid it nor have the Deft. or either of them paid of
me since their marriage together - The Plt. by Cornelius Jones Gent. his Att. appears -
The said Samuel and Lydia tho' three times publicly called make default of appearance
here - Therefore it is Considered by the Court that the Plt. Benjamin do recover against the
said Samuel and Lydia six pounds, fifteen Shillings and three pence one farthing of
lawful money Damages and Costs of Suit taxed at one pound fifteen Shillings and
three pence The may have his Execution thereof - Lawn i. 3. Oct. 1764 -

El Nathan Smith of Granville in the County of Hampshire yeoman Plt. vs Gershom Smith
of Westfield in the same County yeoman Deft. in a plea of the Case for that the
Deft. at said Westfield on the 26th day of July 1763 received of the Plt. a note under the
hand of Elijah Kent payable to the plt. for two hundred and half an hundred of Iron
with five pounds money according to the Account annexed to the Plt. Writ and in con-
sideration thereof assumed on himself and faithfully promised the plt. to pay him
the value of said note or return the same again &c (as on file) - The said El Nathan the Plt.
being three times publicly called to come into Court is Non-juit - Thereupon the Plt. Deft.
John Worthington by his Att. comes and prays he may be allowed his Costs -
Therefore it is Considered by the Court that the said Gershom do recover against
the said El Nathan one pound five Shillings of lawful money allowed him with
Consent for his Costs in defending this Suit & he may have his Lawn thereof &c

George Dymchon of Springfield in the County of Hampshire Gent. Plt. vs Israel Stiles of
Westfield in the County yeoman Deft. in a plea of the Case for that the said Israel at said
Westfield on the third of May 1762 by his note for Value received promised the plt. to pay him
five pounds & eight pence on demand with Interest but has not done it - The Plt. by Cornelius
Jones Gent. his Att. appears. The said Israel being three times publicly called to come
into Court makes default of Appearance here - Therefore it is Considered by the Court
that the said George do recover against the said Israel five Pounds, thirteen Shillings & ten
pence of lawful money Damages and Costs of Suit taxed at one pound twelve Shillings &
penny of like money The may have his Lawn &c Lawn i. 26th Sept. 1764 -

George Dymchon of Springfield in the County of Hampshire Gent. Plt. vs Timothy Simons of
Westfield in the same County yeoman Deft. in a plea of the Case for that the Deft. at said
Springfield on the 13th of August 1763 by his note for Value rec. promised the Plt. to pay him
six pounds on demand with Interest but has not paid it - The Plt. by Cornelius Jones Gent.
his Att. appears - The said Timothy being three times publicly called makes default of
appearance here - Therefore it is Considered by the Court that the said George do recover
against the said Timothy six pounds seven Shillings and six pence three farthings lawful
money Damages & Costs of Suit taxed at one pound eleven Shillings & seven pence The may
have his Lawn &c Lawn i. 26th Sept. 1764 -

Elisha Wales of Ashford in the County of Windham in the Colony of Connecticut
Gent. Plt. vs David Eaton of South Hadley in the County of Hampshire yeoman Deft. in
a plea of Debt for that y^e Deft. at Springfield on the 14th of Sept. 1761 by his
hand under his hand & Seal of that date in Court to be produced bound himself by Plt. to
pay him one hundred pounds on demand but hath not done it - The Plt. by Mr.
Timothy Daniell for his Att. appears - The said David comes before the Court of
the King now here and freely confesses the forfeiture of the s. bond praying an
Honorable Chancery thereof &c Therefore it is Considered by the Court that the said
David do recover against the said David forty pounds of lawful money, being the
sum due on an equitable Chancery of the s. bond, Debt and Costs of Suit taxed at
one pound three Shillings & eleven pence The may have his Lawn thereof &c
Lawn i. 2. Oct. 1764 -

258
 } Caleb Cooley of Springfield in the County of Hampshire yeoman plt. vs
 } Caleb Cooley of Springfield in the same County yeoman Deft. in a plea of the case
 } that the s^d Caleb at s^d Springfield on the Sixth of Oct^r 1763 by his note for Value re^d
 promised the plt. to pay him ten pounds by the first of May then next with Inte
 rest after three months &c. - The plt. appears by Mr. Tim^s Danielson his Attorney
 And the said Caleb comes into Court and waives Judgment for the sum of
 Ten Pounds 7/10^r and Costs of Suit - Therefore it is Considered by the Court that
 the said Caleb do recover against the said Caleb Ten pounds Seven Shillings
 & Ten pence two farthings of lawful money Damages & Costs of Suit taxed at
 one Pound sixteen Shillings & Eleven pence & he may have &c. &c.

Davis
 vs
 Walker } John Davis of South Brimfield in the County of Hampshire yeoman plt.
 vs Israel Walker of Hadley in the same County yeoman Deft. in a plea of the case
 for that the s^d Israel at s^d Springfield on the 13th of April 1764 by his Value re^d
 promised the plt. to pay him or his order five pounds 13/7 on de^d &c.
 with Interest &c. but hath not paid it - The plt. by Mr. Tim^s Danielson Gent^l
 Attorney appears - The s^d Israel being three times publicly called to Court
 Court makes default of Appearance here - Therefore it is considered by
 Court that the said John do recover against the said Israel five pounds
 teen shillings and one penny three farthings of lawful money Damages
 cost of Suit taxed at two pounds one shilling and three pence & he may have
 his execution thereof &c. &c. Exon is 4th 6th sept. 1764

Pease
 vs
 Lamb } Joseph Pease of Suffield in the County of Hampshire yeoman plt. vs George Lamb
 of Springfield in the said County yeoman Deft. in a plea of the case for that the said
 George & Joseph at s^d Springfield on the 9th of August last past accounted together of
 & concerning divers sums of money &c. upon such account stated the s^d George was
 found in arrear eight pounds 8/8 and in consideration thereof promised the plt. to pay
 him the same with interest whenever required but has not done it - The plt. by
 John Worthington Esq. his attorney appears - The s^d George being three times
 publicly called to come into Court makes default of appearance here -

Therefore it is considered by the Court that the said Joseph do recover against
 the said George eight pounds nineteen shillings and four pence of lawful money
 Damages and cost of Suit taxed at one pound twelve shillings & nine pence &c.
 Exon is 5th Dec. 1764

Leaeson
 vs
 Cooley } Joseph Leaeson of Infield in the County of Hampshire yeoman plt. vs Joel Cooley of Sprague
 field in the same County yeoman Deft. in a plea that the Deft render to the plt. eight pounds
 7/11 which he owes him & unjustly detains from him & which the plt. says that he be
 the Consideration of the Justices of the Lord the King that now is at the Inferior Court of
 Common pleas holden at Springfield for s^d County of Hampshire on the Last Tuesday
 of August in the second year of the reign of the same Lord the King & recovered for said
 Damages and Costs &c. was may be set on file - The plt. by John Worthington Esq. his
 attorney appears - The said Joel being three times publicly called makes default
 of Appearance here. Therefore it is considered by the Court that the said Joseph
 do recover against the said Joel eight pounds seven shillings and eleven pence the
 of lawful money debt and costs of suit taxed at one pound 13/5 & he may have that &c.

Fowler
 vs
 Webb } Wildad Fowler of Westfield in the County of Hampshire yeoman plt. vs
 Webb late of a place then called Pontooosuk now Pittsfield in the County of
 yeoman Deft. in a plea that he render to the plt. six pounds nineteen shillings
 ten pence two farthings which to the plt. he owes for this towit that at an Indian
 And the

259.
Terry } Selah Terry of Enfield in the County of Hampshire yeoman plt. vs Benjamin Price of
Price } South Hadley in the same County yeoman def. in a plea of the case for that the said Benjamin
at Springfield on the 25th of August 1763 by his note for Value recd. promised the plt. to pay
him the Value of nine pounds in wheat & oats at the house of William Brooks in S. Enfield
by the first of April then next but hath not done it - The Dct. by John Worthington by his
attorney appears - The said Benjamin being three times publicly called makes default
of appearance here - Therefore it is considered by the Court that the said Selah do
recover against the said Benjamin nine pounds lawful money Damages & Costs of Suit
taxed at one pound 14/11. & he may have his execution thereon Exon u. 5th Dec. 1764.

Root } Thomas Root of Westfield in the County of Hampshire yeoman plt. vs Elijah Kendrick
Kendrick } of Hatfield in the County of Middlesex yeoman def. in a plea of the case for that said
Elijah at said Springfield on the 30th of Nov. 1756 by his note for Value received promised
the Dct. to pay him five pounds by the first of February then next with interest but hath
not done it - The Dct. by John Worthington by his attorney appears - The said Elijah tho
three times publicly called makes default of appearance here - Therefore it is considered
by y^e Court that the said Thomas do recover against the said Elijah seven pounds six
shillings & eleven pence two farthings of lawful money Damages & Costs of Suit taxed at two
pounds six shillings & eleven pence & he may have his execution thereon Exon u. 26th Sept. 1764.

Warner } Jesse Warner of Springfield in the County of Hampshire yeoman Dct. vs Gershom Newton
Newton } late of Marlborough in the County of Middlesex yeoman def. in a plea of the case for that G.
Gershom at Springfield on the second day of June 1757. by his note for value received
promised the plt. to pay him six dollars within six months with interest but hath not
paid it - The Dct. by John Worthington esq. his attorney appears. The said Gershom tho
three times publicly called to come here makes default of appearance. Therefore it is
considered by the Court that the said Jesse do recover against the said Gershom two
pounds eleven shillings and eight pence one farthing of lawful money Damages & Costs of
Suit taxed at two pounds 3/5. & he may have his execution Exon u. 5th Dec. 1764.

Chapin } Nathaniel Chapin of Enfield in the County of Hampshire yeoman plt. vs Joel Cooley
Cooley } of Springfield in S. County yeoman def. in a plea of the case for that said Joel at said
Springfield on the last of July 1761 being indebted to the plt. six pounds, 12/7 1/2 to balance
accounts according to y^e acit on file in consideration thereof promised the plt. to pay him
the same on demand but has not done it - The Dct. by John Worthington by his attorney
appears - The said Joel Cooley tho three times publicly called to come into Court makes
default of appearance here - Therefore it is considered by the Court that the said Nathaniel
do recover against the said Joel six pounds twelve shillings and seven pence one
farthing of lawful money Damages and Costs of Suit taxed at one pound thirteen
shillings and five pence & he may have his execution

Clap } Ezra Clap of Westfield in the County of Hampshire gent. plt. vs Joel Ely of Springfield
Ely } in the said County yeoman def. in a plea of the case for that Whereas at said Westfield
on the second day of June Anno Domini 1763 discourse was had between the said Ezra and y^e
said Joel of the said Joel's buying of the said Ezra his certain fat horse which he
then had there to sell And it was then and there agreed between the said Ezra and the
said Joel that the said Joel should have the same horse of the said Ezra and that y^e
said Joel should pay and deliver to the said Ezra seventy gallons of west india rum
within one week from the said sale certain for said horse, and further that the said
Joel should pay and deliver to the said Ezra one hundred weight of sugar for the said
horse provided the said Joel could afford it and have reasonable profit to himself when
the return of the proceeds of the sale of said horse should be made from the west indias
And the

And the said Ezra then and there sold and delivered his said horse to the said Joel on the 1st of May 1764 and Agreement aforesaid and the said Joel then and there in Consideration thereof promised the said Ezra to pay and deliver to him said seventy gallons of rum in one week as aforesaid certain and further to pay and deliver him one hundred weight of sugar on the return of the proceeds of the sale of the said horse from the west-indias if he said Joel could afford it and have reasonable profit to himself and the said Ezra says that he has been always ready to receive the said rum and sugar and that the return of the proceeds of the sale of said horse has been long since made from the west-indias & that the said Joel could thenupon well afford to pay him the said hundred weight of sugar as well as said rum for said horse and have reasonable profit to himself and did so ought to have paid the plt both the rum and the sugar in the agreement aforesaid mentioned which rum would at the time it should have been delivered as aforesaid have been worth three shillings and six pence per gallon and the said hundred weight of sugar when by the agreement aforesaid ought to have been delivered would have been worth forty eight shillings yet the said Joel tho' often requested hath never delivered the said Ezra either the rum or the sugar aforesaid or any part thereof but hath always hitherto neglected and yet neglects and refuses to do it to the damage of the said Ezra £16. The parties appear. And the said Ezra comes and prays that he may have a further day before the Lord the thing here until the second Tuesday of November next ensuing because he says that an affidavit to be improved in the case which he had procured to be made and is material in the case upon being opened & examined appears to not well taken at the p^r parties have a day accordingly.

George Dymon of Granville in the County of Hampshire yeoman plt. vs Thomas Goff late of Granville aforesaid yeoman def. in a plea of the case for that said Thomas at p^r Granville on the 15th day of May last owed the said George three pounds 10s. lawful money for sundry wares and Merchandizes theretofore sold and delivered by the said George to the said Thomas at his special request and in Consideration thereof the said Thomas then & there promised the said George to pay him the said sum of three pounds 10s. on demand yet said Thomas tho' often requested hath never paid the same but unjustly neglects it to the damage of the said George as he says £8. The plt. comes here and prays that the case may be continued to the next term of this honorable Court that the Officer may have opportunity to make a good return of his service of the Writ. and the Defendant agrees it is ordered that the p^r parties have further day until 2^d Tuesday of November next.

Joseph White of the City of Albany in the County of Albany and Province of New York Merchant plt. vs Benjamin Williams late of the same City yeoman Def. in a plea of the case for that the said Benjamin at p^r Springfield on the last of May last owed the plt. twenty five pounds 14s. for sundry wares &c. and promised him the same on demand yet hath never paid it. The plt. by John Worthington by his att^r appears. The said Benjamin tho' three times publicly called to come into Court makes default of appearance here.

Therefore it is Considered by the Court that the said Joseph do recover against the said Benjamin twenty five pounds fourteen shillings of lawful money damages and Costs of Suit taxed at three pounds one shilling nine pence & he may have execution thereon. *Ex^{te} 25th 12th Sept. 1764*

Joshua Riley of Weathersfield in the County of Hartford in the Colony of Connecticut yeoman plt. vs John Hubbard of Amherst in the County of Hampshire yeoman Def. in a plea of the case for that the said John at p^r Springfield on the 22^d of June 1763 by his note for Value rec^d promised the plt. fourteen pounds &c. by the first of Oct^r then next with lawful Interest &c. Also for that said said John at p^r Springfield on the 27th day of June 1763 by his note for Value rec^d promised the plt. eight score pounds 10s. by the first of March then next with lawful Interest &c. but hath not paid the same. The said

The said Justus by John Worthington by his attorney appears - but the P. John Hubbard being three times publicly called makes default of appearance here -

Therefore it is Considered by the Court that the said Justus the Plt. do recover against the said John the Debt thirty five Pounds three Shillings & ten pence of lawful money Damages and Costs of Suit taxed at Two pounds three Shillings & six pence & he may have his Execution thereof to
Ex. is. 2^d Oct. 1764 -

Talbot } Samuel Talbot of Hartford in the County of Hartford in the Colony of Connecticut
vs }
Alvord } Reut by Plt. vs Job Alvord of Springfield in the County of Hampshire Gent. Deft in a plea of the Case for that the said Samuel at S. Springfield on the 14th of Dec. 1762 by his note for Value rec^d. promised the plt. thirteen pounds 3^d on demand with Interest but hath not paid it - The Plt. by John Worthington by his atty appears - The D. Job being three times publicly called makes default of appearance here -

Therefore it is Considered by the Court that the said Samuel do recover against the said Job fourteen pounds ten Shillings and two farthings of lawful money damages and Costs of Suit taxed at two pounds four pence & he may have his Execution thereof to
Ex. is. 2^d Oct. 1764 -

Kellogg } Samuel Kellogg of Westfield in the County of Hampshire yeoman plt. vs Isaac
vs } Mixer of the New Plantation called number three sometimes called the branches of
Miner } Westfield. Vm sometimes called Murrifield & sometimes called Shirkshire in the said County yeoman Deft in a plea of the Case for that the S. Isaac at S. Springfield on the 15th day of Dec. 1762 by his note for Value rec^d. promised the Plt. to pay him thirty three pounds 6^d by the 15th of Dec. then next in this manner to wit one third part thereof in money one third part thereof in neat cattle and the other third part thereof in good white pine boards to be delivered at Westfield, with lawful Interest, but he has not done it - The Plt. by John Worthington by his attorney appears - but the said Isaac being three times publicly called makes default of appearance here.

Therefore it is Considered by the Court that the said Samuel do recover agt. the said Isaac Thirty six pounds fourteen Shillings & six pence of lawful money Damages and Costs of Suit taxed at one pound sixteen Shillings & two pence & he may have his Execution thereof to
Ex. is. 19th Oct. 1764 -

Smith } David Smith of Springfield in the County of Hampshire yeoman plt. vs David
vs } Pixley of Stockbridge in the County of Berkshire Gent. Deft in a plea of the Case for that said David Pixley at said Springfield on the last day of August A.D. 1762 being justly indebted to the said David Smith eight Pounds six Shillings and six pence to balance accounts according to the plt. and on file he the S. David Pixley in consideration thereof then and there promised the said David Smith to pay him the same sum on demand And also for that Whereas the said David Smith afterwards on the day and year last above mentioned at Springfield aforesaid had done & performed for the said David Pixley at his special Instance and request certain work and labour in the said David Pixley's business viz in taking care of milking tending three of the S. David Pixley's cows (other than those mentioned in the account before mentioned) and in taking care of & disposing of the milk of the same cows for said Pixley at a place called Lake George viz in S. Springfield from the twentieth day of June Anne Dom 1758 to the twentieth day of Oct. then next following & for driving & conducting said cows from Lake George to Sheffield one hundred & twenty miles he the said David Pixley then and there in consideration thereof promised the said David Smith to pay and Content him so much as he deserved to have for P. Labour & service as aforesaid mentioned to be done by S. Smith for S. Pixley wherever he should be there required and the S. David Smith says that he reasonably deserves to have of the S. Pixley for S. Work and Service the sum of seven pounds 4^s of which the S. Pixley at

at said Springfield afterwards the same day had notice yet said Dixley tho often requested
with never fulfilled either of his said promises but neglects it to the damage of the ^{Smith} ¹⁷
20. - The before named parties were before the Court of the Lord the King now here in their proper ^{Dixley}
reasons and refer the case to the final Determination and Award of Oliver Partridge Esq Major
Benjamin Day & Mr. Timothy Danielson, or any two of them, arbitrators mutually elected and
named by the said Parties, to be made upon the Premises and returned into this Court as soon as may
and now at this same Term the referees above named bring their award upon the premises into
Court in these words to wit "We do award and determine that the said Dixley the deft do recover
of Court against the said David Smith the Plt." Therefore it is Considered by the Court
that the said David Dixley do recover against the said David Smith three pounds of lawful
money allowed him with his Consent for his costs and expences in defending this suit and he
may have his Execution thereof - taken 11th Nov. 1764

Jonathan Dwight of Springfield in the County of Hampshire yeoman Plt. vs Samuel ^{Dwight}
Wells the third of Hatfield in the - of Hampshire yeoman deft. in a plea of Trespass on the Case for y^t ^{Wells} ^{3^d}
whereas at Springfield on the 10th of November last one Zachariah Warner made his certain note
the said Samuel promising him to pay him or order three pounds 10^s by the last of May
next with Interest and afterwards the s^d Samuel ordered the contents thereof to be paid to
the Plt. who afterwards shewed the same note and Indorsements to s^d Zachariah who refused to pay
the same and thereupon the s^d Samuel being liable to pay the contents refused to do so at large set
off in the Writ - The Plt. being three times publicly called to come into Court and prosecute his
action & is Nonfuit - and the s^d Samuel in like manner defaulted & the action is dismissed.

Samuel Cooley of Springfield in the County of Hampshire yeoman Plt. vs Abel Leonard ^{Cooley}
of the same Town yeoman deft. in a plea of Covenant broken for that whereas by an indenture ^{Leonard}
made at Springfield on the 24th of April 1760 between the s^d Plt. and one Ebenezer Dagg
then Guardian of the s^d Samuel & on his behalf on the one part & the s^d Abel on the other part
it is witnessed that the Plt. did bind himself apprentice to the s^d Abel to learn the art of a
Canner & and the s^d Abel thereby covenanted to the s^d Plt. to learn him the same art & the
art hath failed &c - The Plt. in this action being three times publicly called to come into
Court & is Nonfuit & the s^d Abel in like manner defaulted & the action is dismissed.

Lebbeus Ball of Granville in the County of Hampshire yeoman Plt. vs John Cooley of s^d ^{Ball}
Granville yeoman deft. in a plea of Trespass on the Case for ^{that} whereas at s^d Granville ^{Cooley}
on the 12th of November last discourse was had between the s^d Parties of their making an
exchange of horses and of the s^d John's carrying to New Haven a quantity of Plt work and
Plank of the Cherry Timber & it was then and there agreed that the Plt. should in exchange his
said horse with the deft. for his pyed mare & that he should make his promissory note to
the deft. for thirty shillings &c and the deft. should transport from George Pyntons Shop in
Granville to New Haven five hundred feet of Plt work and five hundred feet of Plank by
the 10th of June then next & the Plt. says he delivered his s^d horse to the deft. and made his
note to him as afores^d & that the deft. in consideration thereof promised to transport &
Plt work & plank as afores^d but hath failed to do his damage &c - The Plt. by John
Withington by his Attorney appears - the s^d John Cooley being three times solemnly
called to come into Court makes default of appearance here - Therefore it is ordered
by the Court that the said Lebbeus Ball do recover against the said John Cooley
seven pounds of lawful money damages & cost of Court taxed at two pounds & 7^s &c.

Widdow Fowler of Westfield in the County of Hampshire yeoman Plt. vs David Black of s^d ^{Fowler}
Westfield called at one equivalent on the great road between Blanford & Tisbury in no ^{Black}
town but in the County of Wiltshire Gent^l deft. in a plea of the Case for that s^d David at said ^{Black}
Springfield on the second of April last by his note for Value received promised the Plt. to pay him
twenty five pounds & 3^d on demand with Interest but hath not paid the same - the

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Fowler } The Plt. by John Worthington by his Att^r appears - The said David being three
times publicly called to come into Court makes default of appearance here -
Black } Therefore it is considered by the Court that the said Biddad do recover ag^t
the s^d David Twenty five pounds twelve shillings and five pence of lawful money
Damages and Costs of Court taxed at one pound eighteen shillings & seven pence &c
Exon it. 2^d Oct. 1764 -

Sum } Biddad Fowler of Westfield in the County of Hampshire yeoman plt. vs Israel
Dewey } Dewey of Great Barrington in the County of Berkshire yeoman & def. in a plea of
Guilty } Case for that said Israel at said Springfield on the last Day of December last was
justly indebted to the Plt. the Sum of Eleven pounds twelve shillings & 4^d for sundry
Articles of Account according to the account annexed to the Plt. Writⁿ in Consideration
thereof promised the Plt. to pay him the same on demand yet said Israel tho'
often requested hath not paid the same or any part thereof but unjustly neglects
it to the Damage of the s^d Biddad \$15. - The s^d Biddad by John Worthington by his
Att^r appears. And the said Israel the deft. by Cornelius Jones Gent^r his Attorney
comes and defends and refusing to himself Liberty of waving his plea on the
Trial of the appeal & making any new plea says that the Account declared on is
not his deed and thereof puts himself in. And the s^d Plt. contesting says that the deft^r
plea aforesaid and matters therein contained is an insufficient answer to his Decla-
ration and that by the Laws of the Land he is not holden to answer thereto and this
he is ready to verify and of the same prays Judgment and Judgment for his Costs -
The s^d Deft. says his plea is sufficient - Thereupon the promises being seen and by
the Court of our said Sovereign Lord the King now here fully understood, and upon
mature deliberation thereof had, forasmuch as it appears to the said Court that
the plea afores^d above pleaded by the said Israel Dewey in manner and form
afores^d and the matter in the same contained is not sufficient in Law to preclude
the s^d Biddad Fowler the Plt. from proceeding in his s^d Action against the s^d Israel
thereupon but that he ought to recover &c - Therefore it is considered by the Court
that the s^d Biddad do recover against the said Israel Eleven pounds twelve shill-
& four pence of lawful money Damages and Costs of Suit taxed at Two pounds one
Shilling and one penny &c - The said Israel by his Att^r before named appeals
from the Judgment of this Court to the Superior Court of Judicature to be held
at Springfield within and for the County of Hampshire on the fourth Tuesday of
September next and the s^d Cornelius recognizes with Sureties as the Land directs for
the s^d Appellant prosecuting his appeal with Effect as by the said recognizance
on file it appears -

Miller } Ebenezer Miller the Third of Springfield in the County of Hampshire yeoman
Rowley } plt. vs Samuel Rowley of Granville in the same County yeoman & def. in a plea
of the Case for that said Samuel at said Springfield on the twentieth of Feb^r
last past by his note for Value rec^d promised the Plt. to pay him or his order Eleven
pounds 3^d on demand with Interest for the same till paid yet the s^d Samuel
tho' often requested hath never paid the same or any part thereof but unjustly
neglects it to the Damage of the s^d Ebenezer \$15. The Plt. by John Worthington by
his Att^r appears - The said Samuel tho' three times publicly called makes
Default of appearance here - Therefore it is considered by the Court that
the s^d Ebenezer do recover against the s^d Samuel Eleven pounds ten shillings &
two pence of lawful money Damages and Costs of Suit taxed at one pound 12^d.
After all which the said Samuel by Cornelius Jones Gent^r his Attorney
comes before the Lord the King here and appeals from the Judgment of this Court
to the Superior Court of Judicature to be holden at Springfield within and
for

for the County of Hampshire aforesaid on the fourth Tuesday of Sept: next and he
recognizes with Sureties as the Law directs for the appellant's prosecuting his appeal
with Effect as by the s^d. Recognizance on file it appears —

Obadiah Coolley of Springfield in the County of Hampshire yeoman plt. vs Joseph
Wedontha of the s^d. Springfield Inn: yeoman deft in a plea of the Case for that s^d. Joseph at
said Springfield on the first of December 1760 by his note for Value rec^d. promised the plt.
to pay him six pounds by on Demand with Interest &c but hath not paid the same —

The plt. by John Worthington by his attorney appears — The said Joseph being
three times publicly called makes default of appearance here — Therefore it is
considered by the Court that the said Obadiah do recover against the said Joseph the
sum of three pounds thirteen shillings and one penny two farthings of lawful money
damages and Costs of Suit taxed at one pound ten shillings one penny &c he may have Ex^{ce} —

Josiah Blodget of Stafford in the County of Hartford and Colony of Connecticut yeoman
plt. vs Elijah Alwood of South Hadley in the County of Hampshire yeoman deft in
a plea of the Case for that s^d. Elijah at said Springfield on the 16th of Sept: 1763 by his note
for Value rec^d. promised the plt. to pay him ten pounds by the first of May then next with
Interest for the same &c but hath not paid it — The plt. by John Worthington by his
att^y appears — The s^d. Elijah being three times publicly called makes default of ap-
pearance in Court — Therefore it is considered by the Court that the said Josiah do
recover against the said Elijah Ten pounds four shillings of lawful money damages
and Costs of Suit taxed at one pound nineteen shillings & five pence &c he may have his Ex^{ce} —
known in 2^d Oct: 1764 —

Nathaniel Chapin of Infield in the County of Hampshire yeoman plt. vs Parker Pease of Chapin
corners in the same County yeoman deft. in a plea of the Case for that the s^d. Parker at
said Springfield on the last Day of May last being justly indebted to the s^d. Nath^l in the
sum of five pounds 1/10 3/4 for sundry Wares &c in consideration thereof promised the plt.
to pay him the same on Demand but hath not done it — The plt. by John Worthington
by his att^y appears — The said Parker being three times publicly called to come into
Court makes default of appearance here — Therefore it is considered by the Court
that the said Nathaniel do recover against the said Parker five pounds one
shilling and ten pence three farthings of lawful money damages & Costs of Suit
taxed at one pound fourteen shillings & five pence &c he may have his Ex^{ce} thereof —

John Munn of Springfield in the County of Hampshire yeoman plt. vs
Jonathan Lumbard of Springfield aforesaid yeoman deft in a plea of the Case for
that the said Jonathan at Springfield on the 27th of May 1763 by his note for Value
received promised the plt. to pay him four pounds two shillings & five pence one
farthing on Demand with Interest but hath not paid it — The plt. by John
Worthington by his attorney appears — The s^d. Jonathan being three times publicly
called to come into Court makes default of appearance here — Therefore it is
considered by the Court that the s^d. John do recover against the s^d. Jonathan four
pounds eight shillings and ten pence two farthings of lawful money damages
Cost of Suit taxed at one pound 12s. &c he may have his Ex^{ce} thereof —
known in 5th Oct: 1764 —

John Munn of Springfield in the County of Hampshire yeoman plt. vs Josiah
Farnam of Northampton in the s^d. County yeoman deft. in a plea of the Case for that s^d.
Josiah at Springfield on the Twelfth of August 1762 by his note for Value received
promised the s^d. John to pay him three pounds 8s on Demand with Interest &c but hath
not paid the same — The plt. by John Worthington by his attorney appears — The said
Josiah tho three times publicly called to come into Court makes default of appear-
ance here — Therefore

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Therefore it is considered by the Court that the said John do recover against the said Josiah three pounds sixteen Shillings & seven pence three farthings of lawful money Damages and Costs of Suit taxed at one pound eleven Shillings and nine pence & he may have his Execution thereof

Williams
or
Flowers
Ezekiel Williams of Weatherfield in the County of Hartford in the Colony of Connecticut Gent. Plt. vs Joseph Flowers of Springfield in the County of Hampshire yeoman Deft. in a plea of the Case for that S^r Joseph at S^r Springfield on the third of April 1766 by his note for Value received promised the plt. to pay him or order forty two Shillings on demand with Interest till paid but hath never paid the same -

The Plt. by John Worthington Esq. his Att^y appears - The S^r Joseph being three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said Ezekiel do recover against the said Joseph three pounds three Shillings and four pence of Lawful money Damages and Costs of Court taxed at two pounds eight pence & he may have his Execution thereof. 2^d Oct. 1764

Wright
or
Patterson
Seth Wright late of Springfield in the County of Hampshire now of Brookfield in the County of Worcester yeoman Plt. vs Thomas Patterson of Pelham in the County of Hampshire yeoman Deft. in a plea of the Case for that S^r Thomas at said Springfield on the 10th of May 1763 by his note for Value received promised the plt. to pay him two pounds 10^s by the tenth of March then next with interest & but hath not done it - The plt. by John Worthington Esq. his Att^y appears - The S^r Thomas being three times publicly called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Seth do recover against the S^r Thomas Fifty five Shillings & three pence half penny of lawful money Damages and Costs taxed at two pounds three Shillings & nine pence & he may have his Execution thereof. 18th Jan^y 1765

Shaw
or
Alford
Mary Shaw of Patuxet in the County of Hampshire Widow and Spinster Plt. vs Elijah Alford of South Hadley in the S^r County yeoman Deft. in a plea of the Case for that S^r Elijah at S^r Springfield on the first of Sept. 1763 by his note for Value received promised the Plt. to pay her or her order nine pounds 15^s on demand with Interest & but hath not paid the same - The Plt. by John Worthington Esq. her Att^y comes here - The said Elijah being three times publicly called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Mary do recover against the said Elijah Nine pounds fifteen Shillings and six pence half penny of lawful money Damages and Costs of Court taxed at thirty seven Shillings & eleven pence & he may have his Execution thereof. 9th Oct. 1764

Hatheway
or
Miller
Jacob Hatheway of Suffield in the County of Hampshire yeoman Plt. vs Benjamin Miller of Springfield in the same County yeoman Deft. in a plea of the Case for that said Benjamin at said Springfield on the first of December 1762 by his note for Value received promised the Plt. to pay him two pounds 11^s by the first of February then next with Interest & but hath not done it - The Plt. by John Worthington Esq. his Att^y appears - The S^r Benjamin being three times publicly called makes default of appearance here - Therefore it is considered by the Court that the S^r Jacob do recover against the said Benjamin two pounds sixteen Shillings and One penny of lawful money Damages and Costs of Suit taxed at one pound twelve Shillings & nine pence & he may have his Execution thereof

Hunt
or
Pratt
Samuel Hunt of Suffield in the County of Hampshire by Plt. vs Phineas Pratt of Granville in the S^r County Gent. and Deputy Sheriff under Oliver Partridge Esq. Sheriff of the said County Deft. in a plea of the Case for that S^r Phineas at S^r Springfield

Springfield on the twentieth day of August 1763 by his promissory note in writing under his hand of that date for Value received promised the P. Samuel, by the name of Samuel Kent Junr. of Suffolk, and Hannah his wife to pay them Twenty pounds 13/2 lawful money within Six months from the date of s. note with Interest for the same till paid yet said Phinehas tho' often requested hath never paid the same or any part thereof but unjustly neglects it to the damage of the said Samuel. The Plt. by John Worthington by his Attorney moves here - And the before named Phinehas by Joseph Hawley by his Attorney moves and defends & answers that the Plt. Writ ought to be abated because he says that Hannah the wife of the before named Plt. is not made plt. and joined with the said Samuel her husband in this Suit as by the Plt. own shewing she ought to have been because the Promise as the plt. declares was made to him & is said wife and this he is ready to verify wherefore the deft. prays Judgment that the said Writ is good - Whereupon the Writ of the same Samuel being inspected by the Court of the Lord the King now here and the premises fully understood for that it seemeth to the Court of the P. Sovereign Lord the King now here that the P. Hannah the wife of the Plt. needeth not to be joined with her P. husband in this Suit herefore it is adjudged that the plt. Writ is good & well brought & that if same do not better - And the deft. reserving Liberty to alter this plea on the appeal says that a note declared on is not his deed and thereof prays Judgment - And the plt. answering says that the deft. plea is in Law an insufficient answer to his declaration and that he is not held by the Law of the Land to reply thereto & this he is ready to verify he therefore prays he may not be precluded his damages - And the deft. says that his plea is sufficient - Thereupon the premises being seen by the Justices of the Lord the King now here, forasmuch as it appears to the P. Justices that the plea of the said Phinehas by him in manner aforesaid pleaded is not in Law sufficient to preclude the P. Samuel from his damages aforesaid but that he ought to receive the same - Therefore it is Considered that the said Samuel do recover against the said Phinehas Twenty one pounds eighteen Shillings and eleven pence of lawful money Damages and Costs of Suit taxed at one pound twelve Shillings and eleven pence & he may have his Execution thereof. The P. Phinehas by his said Attorney appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and the P. Joseph Hawley by Recognizance with Sureties according to Law for the P. Appellant's prosecuting his appeal with Cost as by the P. Recognizance on file appears -

Abel Bliss of Wilbraham in y^e County of Hampshire yeoman plt. vs W^m Miller of Wimpole in y^e County of Wiltshire now of the New Townships called N^o. Nine in the same County yeoman deft. in a plea of the Case for that the P. William had not performed his certain promise. The Plt. in this action being three times publicly called is Non suit and the deft. in like manner defaulted and the Action is dismissed -

Samuel Baneroff of Granville in the County of Hampshire Gent^l Plt. vs Ebenezer Hitchcock Junr. of Springfield in the P. County yeoman deft. in a plea of the Case for that said Ebenezer at said Springfield on the Sixth of December 1763 by his note for Value received promised the Plt. to pay him Eleven pounds 10s. on or before the first of January 1764 with Interest from that day till paid but hath not paid the same. The plt. by Mr. Worthington by his Att. appears - The P. Ebenezer being three times publicly called makes default of appearance here. Therefore it is Considered by the Court that the said Samuel do recover against the P. Ebenezer Eleven pounds nineteen Shillings & one penny of lawful money Damages and Costs of Suit taxed at one pound fifteen Shillings & nine pence & he may have his Execution thereof. Execⁿ is g^o to P. 1764 -

263- Jonathan Phelps of Northampton in the County of Hampshire yeoman Plt. vs Charles Gainger
Thurs of Springfield in the S. County yeoman deft. in a plea of the Case for that the S. Charles at S. Springfield
Gainger on the 28th of May 1762 by his note for Value recd. promised the Plt. to pay him twelve pounds
worth of good neat Cattle to be delivered to him by the first of Oct. then next ensuing but hath not
performed his promise. The Plt. by John Worthington by his Att. appears. The S. Charles being
three times publicly called makes default of appearance here. Therefore it is Considered
by the Court that the S. Jonathan do recover against the said Charles Twelve pounds of lawful
money Damages and Costs of Suit taxed at one pound 17th. The may have his Execution -
Execution in 27th Sept. 1764

Cost William Scott of Palmer in the County of Hampshire Gent. Plt. vs Joseph Williston of Springfield
Williston in the S. County yeoman deft. in a plea of the Case for that the said Joseph at Springfield
aforesd. on the fourth day of Sept. 1758 by his note for Value received promised One James Adams
to pay him or his order 16^{ls}. on demand who afterwards ordered the same to be paid to the
Plt. and gave the S. Joseph Notice thereof. Also for that the S. Joseph at S. Springfield on 12th
12th of March 1762 by his note for Value received promised the Plt. to pay him or order five
pounds 6^{ls}. on demand with Interest but hath not paid either of S. Sums. The Plt. by
John Worthington by his Att. appears. The S. Joseph being three times publicly called
makes default of appearance here. Therefore it is Considered by the Court that the S.
William do recover against the S. Joseph Six pounds seventeen shillings and sevenpence
one farthing of lawful money Damages and Costs of Suit taxed at one pound fourteen
shillings and three pence The may have his Execution thereof &c Execution in 2nd Oct. 1764

Cost Samuel Colton of Springfield in the County of Hampshire Junr. yeoman Plt. vs Isaac
Mixer Miser of the New Township called Number three in the same County yeoman deft. in a
plea of the Case for that the S. Isaac at Springfield aforesd. on the second day of November
1762 by his note of that date for Value recd. promised one Moses Dewey to pay him or his
Order six pounds 3^{ls} 6^d on demand with Interest who afterwards ordered the contents of the
note being wholly due to be paid to the Plt. of which the S. Isaac had notice yet never has
paid the same. The Plt. by John John Worthington by his Attorney appears.
The S. Isaac being three times publicly called makes default of appearance here.
Therefore it is Considered by the Court that the said Samuel do recover agt.
the said Isaac six pounds sixteen shillings & elevenpence three farthings of lawful
money Damages and Cost of Court taxed at one pound fifteen shillings & a penny &c

Dewey's Execⁿ Pease - Jedadiah Dewey of Bennington in the province of New Hampshire yeoman and
Martin Dewey of Armenia in Dutchess County in the province of New York yeoman
Executors of the last Will and Testament of Martin Dewey late of S. Armenia Gent.
def. Plt. vs Nathaniel Pease of Blanford in the County of Hampshire yeoman deft.
in a plea of the Case for that said Nathaniel at said Springfield on the sixth day
of June Anno Domini 1761 by his note for Value received promised the S. Martin & Testator
then living to pay him or his order two hundred and twenty two pounds three
shillings and six pence lawful money on demand with Interest for the same till
paid yet said Nathaniel tho' often requested hath never paid the same to the said
Testator while he lived nor hath he ever paid the same or any part thereof to the Plt.
since the death of the said Testator tho' by them often requested but unjustly neglects
it to their damage £200. The Plt. by John Worthington by their Att. appear.

The S. Nathaniel tho' three times solemnly called to come into Court doth not
come but makes default of appearance here. Therefore it is Considered by the
Court that the S. Jedidiah & Martin Executors as aforesd. in their S. Capacity do recover
agt. the S. Nathaniel two hundred and two pounds thirteen shillings & sixpence two
farthings of lawful money Damages and Cost of Court taxed at two pounds seven-
teen shillings and a penny & they may have their Execution thereof &c After

After all which the s^r. Nathaniel by Cornelius Jones Gent. his Attorney comes into
court and appeals from the Judgment of this Court to the Superior Court of Judicature
to be holden at Springfield within and for the County of Hampshire on the fourth
Tuesday of September next who recognizes with Sureties according to Law for the
Appellant's prosecuting the appeal with effect as by the recyⁿ on file appears.

George Chapin of Springfield in the County of Hampshire yeoman Plt. vs Benj^r Chapin
Colton Jun^r of the same Town yeoman Def^t. in a plea of the Case for that the said
Benjamin at s^r. Springfield on the first of Sept^r 1762 by his note for Value received
promised the Plt. to pay him Twelve pounds 19/6 on demand with Interest &c but
hath not paid the same - The Plt. by John Worthington by his Att^y appears -

The said Benjamin being three times publicly called makes default of appear-
ance here - Therefore it is Considered by the Court that the said George do recover
against the said Benjamin Sixteen pounds sixteen shillings of lawful money
Damages & Costs of Suit taxed at one pound 11/3. & he may have his Execⁿ &c
Execⁿ in s^r. 5th Dec^r 1764 -

Samuel Baneroff of Granville in the County of Hampshire Gent. Plt. vs George Baneroff
Hitchcock of Springfield in the same County yeoman and a Deputy Sheriff of the County
Oliver Partridge Esq^r Sheriff of the said County Def^t in a plea of the Case for that
the said George at said Springfield on the third of May 1764 by his note for Value
received promised the Plt. to pay him Twenty three pounds on demand with Interest &c
but hath not paid the same - The Plt. appears by John Worthington by his attorney.
And the s^r. George Hitchcock comes into Court now here and confesses Judgment for
the sum of twenty three pounds 9/2 and Costs &c - Therefore it is Considered by the Court
that the s^r. Samuel do recover against the s^r. George twenty three pounds nine
shillings and two pence of lawful money Damages and Costs of Suit taxed at one
pound fifteen shillings & nine pence & he may have his Execⁿ &c Execⁿ in s^r. 9th Oct^r 1764.

Rufus Stephens of Simsbury in the County of Hartford & Colony of Connecticut yeoman Plt. vs John Williston
of Springfield in the County of Hampshire yeoman Def^t in a plea of the Case for that s^r. John at Springfield afores^d on the sixth day of April 1764 by his note
for Value received promised the Plt. to pay him or his order twenty six pounds 16/6 on demand
with Interest till paid but hath not paid the same - The Plt. by John Worthington by his
Att^y appears. The s^r. John Williston being three times publicly called makes default
of appearance in Court. Therefore it is Considered by the Court that the s^r. Rufus do
recover against the s^r. John the sum of Twenty seven pounds five shillings and two pence
of lawful money Damages & Cost of Court taxed at one pound 16/6. &c Execⁿ in s^r. 2^d Oct^r 1764.

George Cooley of Springfield in the County of Hampshire yeoman Plt. vs Abel Cooley
Hancock of the same Town yeoman Def^t in a plea of the Case for that said Abel at Springf^d
afores^d on the 22^d day of November 1762 by his note of that date for Value received promised
the Plt. to pay him four pounds 14/6 lawful money on demand with Interest till paid yet
the said Abel tho' often requested hath never paid the same or any part thereof but un-
lawfully neglects it to the damage of the s^r. George &c The Plt. by John Worthington by his
Att^y appears - The said Abel tho' three times publicly called to come into Court makes
default of appearance here. Therefore it is Considered by the Court that the s^r. George
do recover against the s^r. Abel five pounds four shillings of lawful money Damages and
Costs of Suit taxed at one pound seven shillings and seven pence - After all which the said
Abel by Cornelius Jones Gent. his Att^y comes here & appeals from the Judgment of this Court
to the Superior Court of Judicature to be holden at Springfield within and for the County of
Hampshire on the fourth Tuesday of September next who recognizes with Sureties as
the Law directs for the said Abel's prosecuting his appeal with effect as by the said
Recyⁿ on file appears -

26th
Towler
vs
Noble
Biddad Towler of Westfield in the County of Hampshire yeoman Plt. vs Daniel Noble of the
same town yeoman deft in a plea of the Case for that the s^d Daniel at Springfield aforesaid
on the 9th day of May 1764 by his note for Value received promised the s^d Plt. to pay him four
pounds on demand with Interest till paid but hath not paid the same. The Plt. by John Worthing-
ton by his Att^y appears. The s^d Daniel being three times publicly called makes default of
appearance here. Therefore it is considered by the Court that the said Biddad do recover
against the s^d Daniel four pounds three shillings of lawful money Damages and Costs
of Suit taxed at one pound fourteen shillings one penny & he may have his Execⁿ thereof.
Execⁿ is. 2^d Oct^r 1764.

Pymon
vs
Banerist
George Pymon of Granville in the County of Hampshire yeoman & Pet. vs Thomas
Banerist of Granville aforesaid yeoman Deft. in a plea of the Case for that the s^d Thomas
at Springfield on the 20th of January 1762 by his note for Value rec^d. promised the Plt. to
pay him two pounds 5s on demand with Interest but hath not paid & more. The Plt. by
John Worthington by his Att^y appears. The s^d Thomas being three times publicly called
makes default of appearance here. Therefore it is considered by the Court that the s^d
George do recover against the said Thomas two pounds twelve shillings and one
penny three farthings of lawful money Damages and Costs of Suit taxed at one
pound fifteen shillings & nine pence & he may have his Execⁿ or Execⁿ is. 2^d Oct^r 1764.

Wright
vs
Smith
Gershom Wright of Westfield in the County of Hampshire yeoman Pet. vs Eleathan
Smith of Granville in the same County yeoman Deft. in a plea of the Case for that s^d Eleathan
at Springfield aforesaid on the 7th day of January 1763 by his note for Value
rec^d. promised the Plt. to pay him five pounds by the first of April then next with
Interest but hath not paid the same. The Plt. by John Worthington by his Att^y
appears. The s^d Eleathan being three times publicly called makes default of
appearance here. Therefore it is considered by the Court that the s^d Gershom do
recover against the s^d Eleathan five pounds nine shillings and eight pence one
farthing of lawful money Damages and Costs of Suit taxed at one pound fourteen
shillings and six pence & he may have his Execⁿ thereof.

Moseley
vs
Morison
John Moseley of Westfield in the County of Hampshire Gent^l. Plt. vs Hugh Morison
of Colrain in the same County Gent^l. Deft. in a plea of Trespass on the Case for that said
Hugh at said Springfield by his note on the first of May 1761 for Value received promised
One Sylvester Gardiner and one William Popson to pay them or their order sixty two
pounds 12/6 within two years with Interest of which afterwards on the 22^d of Oct^r 1761
he paid to them twenty pounds & afterwards on the 30th of Sept^r last they ordered the
Residue of the Contents thereof to be paid the Plt. of which the s^d Hugh had Notice but
has not paid the same. The Plt. by John Worthington by his Att^y appears. The s^d
Hugh being three times publicly called makes default of appearance here.
Therefore it is considered by the Court that the said John the Plt. do recover
against the s^d Hugh fifty one pounds fifteen shillings and ten pence one farthing
of lawful money Damages and Costs of Suit taxed at two pounds & eleven pence & he
may have his Execⁿ thereof.
Execⁿ is. 2^d Oct^r 1764.

Idem
vs
Noble
John Moseley of Westfield in the County of Hampshire Gent^l. Plt. vs Daniel Noble of
the same Westfield yeoman deft in a plea of the Case for that the s^d Daniel at Springfield
on the twenty ninth of August 1763 by his note for Value rec^d. promised the s^d John to pay
him or order twenty three pounds 18/9 on demand with Interest but hath not paid & same.
The Plt. by John Worthington by his Attorney appears. The s^d Daniel being
three times publicly called to come into Court makes default of appearance
here. Therefore it is considered by the Court that the said John the Plt. do
recover against the s^d Daniel twenty five pounds two shillings & four pence
of lawful money Damages & Costs of Suit taxed at one pound fourteen shillings and
one penny & he may have his Execⁿ thereof.
Execⁿ is. 2^d Oct^r 1764.

James Noble of Pittsfield in the County of Berkshire gentleman Mt. or Moses Dewey of Westfield in the County of Hampshire Gent^l & a Deputy Sheriff under Oliver Partridge ^{Noble Dewey} of Sheriff of the same County Deft. in a plea of trespass on the Case for that Whereas at Springfield aforesaid on the Eleventh day of April 1763 One Robert Blair & sa Noble and John Derrain made their promissory note in writing under their hands of that date and then and there delivered the same to the said Moses by which said note the s^d Robert Blair and John promised the said Moses to pay him or his order eighteen pounds lawful money on demand with Interest for the same till paid And afterward, viz on the same 11th day of April the said Moses by his Indorsement with his own hand subscribed and made on the same note assigned the same note to the said James and ordered the said Robert Blair and John to pay the Contents of the same note to the said James according to the Tenor of the same note and the said James in fact says that after the assignment & appointment aforesaid viz on the last day of May 1763 at said Springfield he shewed the same note and the Indorsement thereon to the said Robert Blair and John and then and there required them to pay the Contents of the same note to the said James but the s^d Robert Blair and John then and there utterly refused to pay the same to the s^d James and have ever since refused and still refuse to pay said James the same whereof the s^d James at said Springfield on the same last day of May gave notice to the said Moses and by reason of the premises the said Moses became and was liable and is liable to pay the Contents of the same note to the said James & being so liable the said Moses then and there in consideration thereof promised the s^d James to pay him the same on demand. And also for that whereas at s^d Springfield on the said Eleventh day of April the same Robert Blair made his other promissory note in Writing under his hands of the same date and then and there delivered the same to the said Moses by which note the said Robert promised the s^d Moses to pay him or his order nine pounds 5/3 on demand with Interest for the same till paid and afterward viz on the same last day of May the s^d Moses by his Indorsement with his own hand subscribed and made on the same note assigned the said Note to the said James and ordered the said Robert to pay the Contents of the said Note to the said James according to the Tenor thereof and the s^d James in fact says that after the Assignment and appointment aforesaid viz at the place & time last aforesaid he shewed the same note and the Indorsement thereon to the s^d Robert and then and there required him to pay the Contents of the same note to the s^d James but the said Robert then and there utterly refused to pay the same to s^d James and hath ever since refused and still refuses to pay said James the same whereof s^d James at the time and place last aforesaid gave notice to the s^d Moses and by reason of the premises the s^d Moses became liable and was and is liable to pay the Contents of the same note to the s^d James and being so liable in consideration thereof the s^d Moses then and there promised the said James to pay him the same on demand yet said Moses tho often requested hath never paid either of the sums aforesaid or any part thereof or any way fulfilled either of his promises aforesaid but unjustly neglects to do it to the damage of the said James £33. The Plt. by John Worthington by his Attorney appears - And the said Moses by Joseph Hawley Esq^r & Cornelius Jones Gent^l his Attornies comes and, reserving Liberty of making any new plea on the trial of the appeal, defends and says that the notes declared on are not his deed as the Plt. against him has alledged and thereof puts himself on the Country, And the s^d Plt. consenting says that the Deft^s plea above pleaded & the matter therein contained is insufficient & that he is not holden by Law to answer thereof all which he is ready to prove thereof prays Judgment & Judgment for his Cost - And the Deft. says his plea is sufficient
Thereupon

265. Thereupon all and Singular the messiges being viewed and by the Court of the Noble Lord the King now here fully understood forasmuch as it appears to the s^d Court of our sovereign Lord the King now here that the afores^d plea of the s^d Moses by him in manner above pleaded is not sufficient in Law to preclude the s^d James from his action afores^d. but that he ought to receive his Damages &c. Therefore it is Considered that the s^d James do recover against the s^d Moses Thirty three pounds of lawful money damages & Costs of Suit taxed at Two pounds Sixteen Shillings & Seven pence & he may have his Execution. The s^d Moses by Cornelius Jones Gent. his attorney before named appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield for and within the County of Hampshire on the fourth Tuesday of September next & the same Cornelius recognises with Sureties according to Law for the s^d Moses prosecuting the s^d appeal with effect as by s^d recognizance on file it appears.

²⁷ Pynchon
Hitchcock George Pynchon of Springfield in the County of Hampshire Gent^r Plt. vs Luke Hitchcock of Granville in the same County yeoman Def^t. in a plea of the Case for that the s^d Luke at Springfield afores^d on the Seventh of April 1763 by his note for Value received promised the Plt. to pay him fourteen pounds 12/10. on demand with Interest, and also on the Second day of April last by his other note for Value rec^d promised the Plt. to pay him one pound & 8/12 on demand with Interest but hath not fulfilled either of his s^d promises. The Plt. by John Worthington by his Att^r appears. The s^d Luke being three times publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the said George do recover ag^t the said Luke sixteen pounds eighteen shillings & four pence of lawful money damages & Costs of Court taxed at one pound thirteen shillings & seven pence &c. L^{at} in i^o 26th Sept. 1764.

²⁷ Pynchon
Smith George Pynchon of Granville in the County of Hampshire yeoman Plt. vs Jedediah Smith of Granville afores^d Clerk Def^t. in a plea that the s^d Jedediah renders to the said George one hundred and twenty pounds which the s^d Jedediah by his bond dated the 23rd of March 1763 bound him self to the Plt. to pay him on demand but hath never done it. The said George by John Worthington by his att^r appears. But the s^d Jedediah tho' three times publicly called makes default of Appearance here.

Therefore it is Considered by the Court that the said George do recover against the s^d Jedediah sixty five pounds eleven shillings & five pence of lawful money, being the Chancery of the s^d bond, debt and Costs of Suit taxed at one pound eighteen shillings & nine pence & he may have his Execution. L^{at} in i^o 2^o Oct. 1764.

²⁷ Pynchon
Day George Pynchon of Springfield in the County of Hampshire Gent^r Plt. vs Samuel Day late of Springfield afores^d Gent^r Def^t. in a plea of the Case for that the Def^t. at Springfield afores^d on the first of August 1763 by his note for Value rec^d promised the Plt. to pay him on order twenty eight pounds on demand with Interest &c. but hath not paid it. The Plt. by John Worthington by his Att^r appears. The s^d Samuel being three times publicly called to come into Court makes default of Appearance here.

Therefore it is Considered by the Court that the said George do recover against the said Samuel twenty four pounds eight shillings and nine pence two farthings of lawful money Damages and Costs of Suit taxed at one pound eleven shillings & one penny &c. L^{at} in i^o 29th Oct. 1764.

²⁷ Pynchon
Parsons Thomas Parsons of Infield in the County of Hampshire yeoman Plt. vs Nehemiah Parrell of Blandford in the same County Cordwainer Def^t. in a plea of the Case for that the Def^t. at Springfield on the 10th of May 1763 by his note for Value received promised the Plt. to pay him eight pounds 17s. money on demand with Interest &c. but hath not paid the same. The Plt. by John Worthington by his Att^r appears. The s^d

The *P. Nehemiah* being three times publicly called to come into Court makes default of Appearance here - Therefore it is considered by the Court that the said *Thomas* do recover against the *P. Nehemiah* seven pounds four shillings & four pence of lawful money damages and Costs of Suit taxed at one pound sixteen shillings & one penny & they may have his Exec. thereof &c. Exec. is. 18th Jan. 1765

Jedediah Dwey of Bennington in the province of New Hampshire yeoman & *Martin Dwey* of Armenia in Dutchess County in the Province of New York yeoman Executors *Bagg* - The last Will and Testament of *Martin Dwey* late of *P. Armenia* Gent. dec'd. Plt. vs *Daniel Bagg* of Westfield in the County of Hampshire yeoman deft. in a plea that if said *Daniel* tender to the Plt. forty two pounds 11/10th which from them he claims and whereupon they say that if *P. Martin* at the Inferiour Court of Common Pleas for *P. County* of Hampshire held at Springfield in *P. first* year of the reign of the Lord the King that was on the last Tuesday of August by the Judgment of some Court recovered against the *P. Daniel* the sum aforesd. for his damages & Costs &c. And that if some Judgment is not in its full force & that if *P. Daniel* hath never paid any part of the *P. Sum* either by Statute while he lived or to the Plt. &c. as may be seen in the Will, declared at large - The Plt. by *John Worthington* by their Attorney appear. The *P. Daniel* tho' three times publicly called to come into Court makes default of Appearance here -

Therefore it is considered by the Court that the *P. Jedediah* and *Martin* the Plt. do in their *P. Capacity* Recover against the *P. Daniel* forty two pounds eleven shillings & ten pence two farthings of lawful money debt and Costs of Suit taxed at two pounds fifteen shillings & three pence & they may have their Exec. &c. Exec. is. 2^o Oct. 1764

Joseph Kingsbery of Infield in the County of Hampshire yeoman Plt. vs *Job Alvord* of Springfield in the *P. County* Gent. deft. in a plea of the Case for that *P. Job* at Springfield aforesd. on the thirtieth of April 1763 by his note for Value received promised the Plt. to pay him nine pounds 3/8 by the first of May then next with Interest but hath not paid the same - The Plt. by *John Worthington* by his Att. appears. The *P. Job* being three times publicly called makes default of Appearance here - Therefore it is considered by the Court that the *P. Joseph* do recover against the said *Job* six pounds nine shillings & nine pence three farthings of lawful money damages & Cost of Suit taxed at one pound twelve shillings & nine pence &c. Exec. is. 5th Dec. 1764

Seth Remington of Springfield in the County of Hampshire yeoman Plt. vs *Timothy Burbank* of the same Springfield yeoman deft. in a plea of the Case for that the said *Timothy* at Springfield aforesd. on the fourteenth Day of Sept. last past by his note of that date for Value received promised the Plt. to pay him three pounds thirteen shillings lawful money on demand yet the said *Timothy* tho' often requested has never paid the same or any part thereof but unjustly neglected it to the Damage of the said *Seth* &c. The Plt. by *John Worthington* by his attorney appears -

And the *P. Timothy* by *Joseph Hawley* by *Cornelius Jones* Gent. his Attornies comes and defends & referring to himself Liberty to give any special matter in Evidence under the general Issue pleads and says that he never promised the Plt. in manner and form as the Plt. in his Declaration hath alleged and thereof puts himself on the Country - And the Plt. likewise doth the same - The Evidence having been produced in the Case and the *P. Parties* having had a full hearing therein by their Council learned in the Law, the same Case was now immediately thereupon committed to the Jury for their impannelled tried and sworn (*Mr. William Smith* foreman and his fellow) Who return their Verdict therein and upon their Oath, say that they find for the Plt. three pounds thirteen shillings Damages and Cost of Court -

Therefore

266) Therefore it is considered by the Court that the said Seth recover against the said Timothy three pounds thirteen Shillings of lawful money Damages and Costs of Suit taxed at four pounds one Shilling and fourpence & he may have his Execution thereof &c -
The same Timothy by Cornelius Jones Esq^r one of his said Attornies appeals from & Judgment of this Court to the Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the said Timothy's prosecuting his appeal with effect there as by the said recognizance on file it appeareth -

Yash } Joseph Nash of South Hadley in the County of Hampshire yeoman Plt. vs Ephraim Kellogg of
Kellogg } Defendant in the same County yeoman Deft. in a plea of the Case for that Whereas at said
South Hadley on the twelfth day of July last past discourse was had between said Joseph &
said Ephraim of and concerning the said Joseph's boating for said Ephraim sundry Hogs-
heads of Merchandise from Weatherfield to Springfield and upon said discourse it was
then and there agreed that the said Joseph should boat up from Weatherfield to Alwoods
landing place in said Springfield three hogheads of Molasses one hoghead of rum and one
hoghead of Salt for said Ephraim at the usual and accustomed price and to be paid for in
the following manner viz thirty Shillings part of the price of the s^d boating to be paid him
instantly in Cash and the residue thereof to be paid him in Molasses and Salt on receipt of
the s^d Goods And the said Ephraim then and there in Consideration that the s^d Plt. had
undertaken to boat up as afores^d the said five hogheads he promised the Plt. to pay him
therefor in manner and at the rate afores^d and the Plt. says that he boated the hogheads
for the Deft. immediately after the making the Contract afores^d and that the accustomed
price for such boating is nine Shillings & Hoghead at the least of all which the Deft. had
notice there at s^d Springfield yet the Defend^t never paid the Plt. the part of the price
of the boating afores^d in Cash that was to be paid in Cash as afores^d nor hath he ever p^d
the residue of the price of said boating in Salt or Molasses or either of them tho often
requested - And also for that whereas the same twelfth day of July at s^d Springfield
the said Ephraim was indebted to the said Joseph in the Sum of forty five Shillings
for boating other five hogheads from s^d Weatherfield to s^d Alwoods landing place in
said Springfield for the s^d Ephraim before that time then done and performed by s^d
Joseph at said Ephraim's special Instance and request he the said Ephraim then
& there promised the s^d Joseph to pay him the same on demand - And Whereas
the said Joseph afterwards viz the day and year last above mentioned at said
Springfield had done and performed other labour and service for the s^d Ephraim
viz had boated other five hogheads for him as his special Instance and request
from s^d Weatherfield to said Alwoods landing place so called in said Springfield
the s^d Ephraim in Consideration thereof then and there promised s^d Joseph to pay
him such sums of money as he the s^d Joseph deserved to have for the service last afores^d
whenever he should be thereto required and said Joseph says he well & reasonably
deserved to have for the same boating last afores^d other forty five Shillings of which
the said Ephraim at said Springfield afterwards to wit the same twelfth day of
July last had notice yet the said Ephraim tho often requested hath never ful-
filled either of his said promises but unjustly neglects it to the damage of s^d
said Joseph &c - The s^d Joseph Nash by John Worthington Esq^r by his Attornies
appears - And the before named Ephraim by Joseph Hawley Esq^r by his Attornies
comes & defends or and says that he never promised the Plt. in manner &
form as the Plt. against him has alleged and thereof puts himself on &
Country - And the Plt. likewise doth the same - The Evidence in this
Case being produced & the s^d Parties having had a full hearing thereon by
their

their Council learned in the Law, the Case is committed to the Jury, for
his impanelled tried and sworn (Mr. William Smith foreman and his fellows)
Who return their Verdict therein and upon their Oaths say that they find for
the said Ephraim the Debt. Costs of Court. Therefore it is Considered by the
Court that the s^d Ephraim do recover against the s^d Joseph the s^d Mt. two pounds
Eight Shillings & four pence of lawful money allowed him with his consent
for his Costs and Expences in defending this Suit & he may have his Execution

William Worthington of Springfield in the County of Hampshire Gent. Plt. vs Benj^a Worthington
ly of Springfield afores^d yoman Def. in a plea of the Case for that Whereas at said
Springfield on the first day of April Anno Domⁱ 1762 Dispute was had between the
Plt. and Def. and one Thomas Morgan together of and concerning the s^d William's
selling to the said Thomas a yoke of Oxen which the said William then had there
and of the s^d William's receiving from said Thomas for said Cattle two promiss-
ory notes in writing under hand of one Abraham Adams then late of Springfield
i.e. before viz on the twelfth day of August 1760. made by said Abraham & payable
said Thomas by the first day of May then next with interest the one for the sum
of nine pounds 14s. lawful money the other for a sum (between four and five
pounds) unknown now precisely to the said William and upon that discourse the s^d
Benjamin then & there requested the said William to sell and deliver the same Oxen
to the s^d Thomas and receive the two notes afores^d of the s^d Abraham due of the s^d Tho^s
in Satisfaction therefor & the said Benjamin then & there to induce the s^d William
to do then and there promised the said William that in Consideration that he y^d
said William would sell and deliver the Oxen afores^d to the said Thomas & would
receive the same Notes therefor from s^d Thomas that he the s^d Benjamin would in a
reasonable time afterwards pay and content to said William out of his own Estate
the Contents of the same notes and the said William says that relying on the said
Benjamin's promise afores^d he then and there sold and delivered his said Oxen to y^d
said Thomas and received the same notes therefor in the presence & knowledge of the s^d
Benjamin & the said William says that the said Benjamin afterwards paid him
the Contents of the least of the same & received the same from him but disregarding
his promise afores^d the said Benjamin hath never paid him the Contents of the s^d
note for the sum of nine pounds 14s. & the Interest tho' often requested & particularly
at said Springfield on the first day of May last past but he unjustly neglects it
so he hath had reasonable time to do it & the same remains wholly unpaid to the
said William to his Damages & Costs. The Plt. by John Worthington by his Attorney
appears & the said Benjamin by Joseph Hawley by his Attorney comes and defends
he and says that he never promised the Plt. in manner and form as the Plt. against
him in his Declaration has alledged & thereof puts himself on the Country. And
the Plt. likewise doth the same. The Evidence in the Case being produced in Court
& the said parties having had a full hearing thereon by their Council learned in &
Law the Case is thereupon committed to the Jury for their impanelled tried & sworn
Mr. William Smith foreman and his fellows, Who return their Verdict therein &
upon their Oaths declare that they find for the Plt. eleven pounds nineteen shill-
& eight pence Damages and Cost of Court. Therefore it is Considered by the
Court that the said William do recover against the said Benjamin eleven
Pounds nineteen Shillings and eight pence of lawful money Damages and
four pounds fifteen Shillings and five pence of like money allowed him
with his consent for the Costs and Expences of this Suit & he may have his Execution

267
William
Taylor
Elias Williams of Weatherfield in the County of Hartford in the Colony of Connecticut
yeoman Plt. Moses Taylor of South Hadley in the County of Hampshire yeoman Deft in a
plea of the Case for that ^{the} Moses at ^{the} Springfield on the 10th of Sept. 1760 by his note for Value
received promised the plt. to pay him seven pounds 10^s. within one month but hath
not paid the same - The Plt. by John Worthington by his Attorney appears - The ^{the} Elias
being three times publicly called to come into Court makes default of appearance
here - Therefore it is considered by the Court that the said Elias do recover against
the ^{the} Moses seven pounds ten shillings of lawful money damages & Cost of Court taxed at
two pounds one shilling & two pence & he may have his Execution ^{Execution} ^{is} ^{at} ^{the} 2^o Oct. 1764.

George Dymion of Springfield in the County of Hampshire Gent. Plt. vs Nathan
Alford of South Hadley in the ^{the} County yeoman deft. in a plea of the Case for that ^{the} Nathan
at Springfield afores^d. on the twenty third of April last past by his note for
Value rec^d promised the ^{the} George to pay him twenty pounds 1/10 on demand with
Interest but hath not done it - The Plt. by John Worthington by his attorney
appears - The ^{the} Nathan tho' three times publicly called come, not but makes
Default of Appearance here - Therefore it is considered by the Court that the ^{the} George
do recover against the said Nathan twenty pounds ten shillings & three
pence of lawful money Damages and Cost of Court taxed at one pound twelve
shillings and three pence & he may have his Execution thereof ^{Execution} ^{is} ^{at} ^{the} 26th Sept. 1764.

George Dymion of Springfield in the County of Hampshire Gent. Plt. vs John Willis-
ton of the ^{the} Springfield yeoman deft. in a plea of the Case for that the ^{the} John at ^{the} Springfield
by his note for Value rec^d & bearing date of 20th of March last promised one
Confider Williston to pay him ^{or his order} four pounds & 6^s. on demand with Interest & afterwards
on the same day ^{or} Confider ordered the contents of the ^{the} Note to be paid to ^{the} Plt. of w^{ch}
the ^{the} John had notice but hath not paid the same & The Plt. by his Attorney John
Worthington by appears - The ^{the} John Williston being three times publicly called to
come into Court makes default of appearance here - Therefore it is considered by
the Court that the ^{the} George do recover against the said John Williston four pounds
two shillings & ten pence of lawful money damages & Cost of Suit taxed at one pound
ten shillings & five pence & he may have his Execution thereof ^{Execution} ^{is} ^{at} ^{the} 26th Sept. 1764.

George Dymion of Springfield in the County of Hampshire Gent. Plt. vs Daniel Noble
of Westfield in the same County yeoman deft. in a plea of the Case for that the ^{the} Dan.
at Springfield afores^d. on the thirtieth day of August last past by his note for Value rec^d
promised the Plt. to pay him five pounds 15^s. on demand with Interest but hath not
paid the same & The Plt. by John Worthington by his Att. appears - The ^{the} Daniel
being three times publicly called makes default of appearance here -

Therefore it is considered by the Court that the ^{the} George do recover against the ^{the} Dan.
five pounds one shilling & ten pence three farthings of lawful money damages & Cost of
Suit taxed at one pound ten shillings & nine pence & he may have ^{Execution} ^{is} ^{at} ^{the} 26th Sept. 1764.

Jonathan Frost late of Springfield in the County of Hampshire now of Monson in ^{the} same
County yeoman Plt. vs John Morgan of Springfield afores^d. Just. & Gent. Deft. in a plea of the
Case for that the ^{the} John at said Springfield on the 15th of April last past by his note for
Value received promised the plt. to pay him on order four pounds one shilling & a penny
on demand with Interest but hath not paid it & The Plt. by John Worthington by his
Att. appears - The ^{the} John Morgan being three times publicly called to come into
Court makes default of Appearance here - Therefore it is considered by the Court that
the said Jonathan do recover against the said John the deft four pounds two
shillings & ten pence of lawful money Damages and Cost of Court taxed at one
pound sixteen shillings & three pence & he may have his Execution thereof

Benjamin Day of Springfield in the County of Hampshire Gent^r Pet. vs Joel Ely of y^e said
town yeoman deft in a plea of the Case for that the said Joel at Springfield afores^d } Day
the Second day of March last by his note for Value received promised the Pet. to pay } Ely-
him forty one pounds thirteen shillings and nine pence on demand with Interest till
paid yet the said Joel tho' often requested hath never paid the same many part thereof
it unjustly neglects it to the damage of the P^r Benjamin Ely. The before named ^{Parties} now
come here and pray that they may have a further Day allowed them before the Lord
the thing here in till the second Tuesday of November next ensuing the Last Tuesday of
August and it is granted them.

Benjamin Day of Springfield in the County of Hampshire Gent^r Pet. vs Job Alwood Idem
of the said Springfield Gent^r deft. in a plea of the Case for that said Job at s^d Springfield } Alwood
on the Sixth of March 1762 for Value rec^d of s^d Benj^r promised him to pay him for one }
hogshead of rum of the Contents of one hundred & ten Gallons 3/4 of a Gallon amounting to
twenty one pounds 1/4 on or before the first of June then next with Interest & but hath
not paid the same. The Pet. by John Worthington by his Att^y appears. The s^d Job being
sometimes publicly called to come into Court makes default of Appearance here.
Therefore it is Considered by the Court that the s^d Benjamin do move against the s^d Job
twenty one Pounds five Shillings and six pence of lawful money Damages & costs of Court
said at one pound nine shillings & nine pence the may have his money in s^d s^d 3^d Oct^r 1764

Benjamin Cotton Jun^r of Springfield in the County of Hampshire yeoman Pet. vs Ebenezer
Stebbins of Springfield afores^d Jun^r yeoman Deft in a plea of the Case for that whereas } Cotton
the said Benjamin on the second Day of March Anno Domⁱ 1762 bought of one Ephraim Cha } Stebbins
in of said Springfield six fat oxen for the sum of fifty eight pounds & then and there
made his promissory note in writing under his hand to the said Ephraim by Which he
promised said Ephraim to pay him s^d Sum of fifty eight pounds by the first Day of
April then next with Interest from the said time of Payment till paid And also on y^e
ninth day of the same month of March the s^d Benjamin bought of one Ueazar Chapin
of Springfield two fat oxen for the sum of twenty two pounds ten Shillings and then and
here made his note in Writing under his hand of that date to said Ueazar by Which he
promised said Ueazar to pay him said twenty two pounds ten Shillings by the tenth day
of April then next And whereas afterwards viz on the 27th day of s^d March the s^d Benjamin
drove the same eight Oxen from Springfield to Thruway on his Way to Boston to sell and
make profit thereof And afterwards at said Springfield the same day the s^d Benjamin at
the special Instance & Request of the s^d Ebenezer sold and delivered the same fat oxen to s^d
said Ebenezer and the said Ebenezer then and there in Consideration thereof promised the
said Benjamin to pay the two notes afores^d to the said Ephraim & Ueazar respectively
and to pay the said Benjamin a premium for buying said Cattle the sum of four pounds
or much money in a reasonable time and to pay the said Benjamin in a reasonable time
or much money as he had expended about the said business of buying & driving the said
Cattle and the said Benjamin says that he had expended in the buying & driving said
Cattle thirty Shillings lawful money of which he then gave the s^d Ebenezer Notice at
said Springfield yet the said Ebenezer tho' often requested hath never paid y^e contents
of either of the s^d notes nor paid the said Benjamin four pounds premium nor sum
expended by him as afores^d but that the said Ephraim and Ueazar have brought actions
against the s^d Benjamin on s^d notes & put him thereby to great Cost and Expence by means
of the s^d Ebenezer's neglect to perform his said promise yet said Ebenezer hath never
yet performed but neglected to perform it to the Damage of the s^d Benjamin Ely.
The Pet. by John Worthington by his Attorney appears. And the s^d Ebenezer

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Cotton
Stebbins
by Cornelius Jones Gent. his Attorney comes and defends and for plea saith that he never promised the Plt in manner and form as the Plt in his Declaration has alleged against him) and thereof puts himself on the Country - And the S.^r Benjamin the Plt. says the plea above pleaded and the matter therein contained is insufficient and that he is not holden by Law to answer thereto all which he is ready to prove and thereof prays Judgment and Judgment for his Cost renewing Liberty to waive his Demurrer on the 2^d trial and then to join the Issue tendered - And the Deft. consenting says his plea is sufficient - Thereupon the premises being seen and by the Court of our sovereign Lord the King now here fully understood for that it appears to the said Court that the plea afores.^d of the said Bencher by him in manner aforesaid pleaded & the matter therein contained is in Law good and sufficient answer to the pl^t: Declaration afores.^d and that he ought to be precluded from his damages afores.^d - Therefore it is considered by y^e Court that the S.^r Benjamin by his plea afores.^d have nothing but that for his groundless claim he be in Mercy &c. It is also considered that the said Bencher do recover against the said Benjamin his costs in defending this Suit -

The pl^t: by his Attorney before named appeals from the Judgment of this Court to the Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for the appellants prosecuting his appeal with Effect as by y^e said Recognizance on file appears -

Townley
Smith
John Townley of Hartford in the County of Hartford in the Colony of Connecticut merchant pl^t: vs Job Smith of Springfield in the County of Hampshire yeoman deft. in a plea of the Case for y^e the S.^r Job, son Martin Smith, at S^r Springfield on the 18th day of July 1763 by their note for Value rec^d promised the pl^t: to pay to him or order forty pounds 2/6. yet they have not nor either of them paid the same - The Plt. by John Worthington by his Attorney appears. The said Job Smith, upon whom only the pl^t: Writ was served, being three times publicly called makes default of Appearance here - Therefore it is considered by the Court that y^e said John the Plt. do recover against the S.^r Job three pounds, five shillings and eight pence of lawful money damages and Cost of Court taxed at one pound nineteen shillings and seven pence & he may have his Writ therefor In r^e i^e 3^d Oct^r 1764 -

Leonard
rely
Abel Leonard of Springfield in the County of Hampshire yeoman Pl^t: vs Joel Rey of said Springfield yeoman deft. in a plea of the Case for that S.^r Joel at S^r Springfield on the last day of May 1763 being indebted to the said Abel in the Sum of twenty one pounds 13/4 for the Labour and Service of one Samuel Cooly servant of S^r Abel & promised him y^e same - The said Abel the Plt. being three times publicly called to come into Court & prosecute his Action afores.^d against the said Joel is non suit - And the S.^r Joel in like manner defaulted & the Action is dismissed -

Dynion
Hamorh
George Dynion of Springfield in the County of Hampshire Gent. pl^t: vs John Hamorh Jun^r of the same town yeoman deft. in a plea of the Case for that the said John at Springfield afores.^d on the seventh of August 1762 by his note for Value rec^d promised the pl^t: to pay him on Demand two pounds 10/4 with Interest but hath not paid the same - The Plt. by John Worthington by his Attorney appears - The S.^r John Hamorh Jun^r being three times publicly called makes default of Appearance here - Therefore it is considered by y^e Court that the said George do recover against the S.^r John two pounds, nineteen shillings & seven pence two farthings of lawful money damages and Cost of Court taxed at one pound ten shillings & eleven pence In r^e i^e 26th Sept^r 1764 -

Edm
Burt
George Dynion of Springfield in the County of Hampshire Gent. Pl^t: vs Joseph Burt of the same town yeoman deft. in a plea of the Case for that S.^r Joseph at Springfield afores.^d on the tenth of April 1762 by his note for Value rec^d promised the pl^t: to pay him In r^e i^e 26th Sept^r 1764 -

fourteen pounds 9s on demand with Interest or but hath not paid the same - The Plt.
John Worthington by his Attorney appears - The S^r. Joseph being three times publicly called
to come into Court makes default of Appearance here - Therefore it is considered by the Court
that the S^r. George do recover against the S^r. Joseph thirteen pounds, sixteen shillings and
eight pence of lawful money damages and Costs of Suit taxed at one pound ten
shillings & nine pence & he may have his law &c. Term is 26th Sept. 1764 -

James Loomis of the New Township called New Birmingham in the County of
Hampshire yeoman plt. vs Biddad Fowler of Westfield yeoman & c. in a plea of the Loomis
or
Fowler
case wherein the Plt. declares that at S^r. Westfield on the thirteenth day of April 1763 he
did and conveyed to the S^r. Biddad his farm in Westfield for the sum of three hundred
pounds for which he was to receive of the said Biddad in part promissory notes made
to the S^r. Biddad & payable to him & that he rec^d. of the S^r. Biddad for part payment of
the S^r. sum one note under the hands of one Daniel Eaton and one John Eaton by which
they promised the S^r. Biddad to pay him or his order sixty pounds 19s. and which the S^r.
Biddad affirmed (falsely as the Plt. says) that they were well able to pay & which he &
the Plt. says he never would obtain from them & all which is at large set forth on file -
The Plt. in this Action being three times publicly called to come into Court and
prosecute his Action as fore^s. against the said Biddad is Nonquit and the said
Biddad in like manner defaulted & the Action is dismissed -

Joseph Flowers of Springfield in the County of Hampshire yeoman plt. vs Benjamin Flowers
or
Horton
Horton of the same Town yeoman & c. in a plea of the case for that said Benjamin at said
Springfield on the eleventh day of April 1763 by his note for Value received promised the
said Joseph to pay him or his order twelve pounds on demand with Interest for &
until paid yet said Benjamin tho' often requested hath never paid the same or
any part thereof but unjustly neglects it to the damage of the said Joseph £16 -

The Plt. by John Worthington by his Attorney appears - The said Benjamin
tho' three times publicly called to come into Court doth not come but makes de-
fault of Appearance here - Therefore it is considered by the Court that the said
Joseph do recover against the said Benjamin twelve pounds nineteen shillings
and eleven pence three farthings of lawful money damages and Costs of Suit taxed
at one pound thirteen shillings & three pence - After all which the said Benjamin
by Cornelius Jones Gent. his Attorney comes here and appeals from y^e Judgement
of this Court to the Superior Court of Judicature to be holden at Springfield
within and for the County of Hampshire on the fourth Tuesday of September
next and he recognises with Sureties according to Law for the S^r. Benjamin his
prosecuting the Appeal with Effect there as by the S^r. Remyⁿ on file it appeareth -

Extra Clap of Westfield in the County of Hampshire Gent. plt. vs Joseph Leonard Clap
or
Leonard
Gent. of Springfield in the same County Gent. & c. in a plea of the case for that
the S^r. Joseph at said Springfield on the 10th day of May 1763 received of the S^r. Extra
one yoke of fat oxen of the Value of thirty ^{two} pounds of the Plt. to drive to Albany for the
said Extra and then to sell and make profit thereof for the plt. and thereof to render him
reasonable Account on demand & then and there promised the S^r. Extra so to do yet
the said Joseph tho' often requested hath never fulfilled his said promise but un-
justly neglects it to the Damage of the S^r. Extra £30 - The plt. by John Worthington
by his Attorney appears - And the S^r. Joseph the Def. by Joseph Hawley by his Att^r.
comes and defends & and says that this Action ought to be abated because of the
Variation between the Action of the Writ and the Declaration the Action of the Writ
being Case and the matter set forth in the Declaration is only matter of Account
which

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Clap
Leonard } which ought not to have been, also for that the Plt. in his Declaration has charged
the Deft. as his receiver for matter and cause which By the Plt. own shewing makes
Deft. chargeable to him in amount as his bailiff only which he ought not to have done
all Which the deft. is ready to verify & there of prays Judgment and that the 1st Writ
may be abated ~ Thereupon the premises being inspected by the Court of our 1st
Sovereign Lord the thing now here it seemeth to this Court that the Variance by
the deft. in his plea afores^d. pointed out is not a material Variance but that
the Plt. action afores^d. is good & well brought & he hath leave to proceed therein.

And the deft. saving the foregoing plea in abatement says, that he owes the
plt. Nothing in manner as the plt. has alledged and puts himself on the country
reserving Liberty to alter his plea on the appeal ~ And the 1st Lord reserving Liberty
of Waiving the following Demurrer on the Trial on the appeal and then joining the
Issue then tendered, now says that the plea afores^d. and the matters therein con-
tained are insufficient in Law and that he is not holden by Law to answer
thereto which he is ready to prove & there of prays Judgment and Judgment for
his Cost ~ And the deft. says his plea is sufficient ~ Thereupon the Premises
being further viewed & by the Court of the said Sovereign Lord the thing now
here fully understood for that it appears to this Court that the plea afores^d.
of the 1st Defendant by him in manner afores^d. pleaded is not in Law suffici-
ent to preclude the plt. from his Damages afores^d. ~ Therefore it is considered
that the said Lord do recover against the said Joseph the deft. thirty two pounds
of lawful money damages and Costs of Court taxed at One pound thirteen
Shillings & three pence & he may have his Execution ~ The 2^d Joseph & deft. by
Cornelius Jones Esq^r. his Attorney appeals from the Judgment of this Court
to the Superior Court of Judicature & to be holden at Springfield within 8
for the County of Hampshire on the fourth Tuesday of September next and he
he recognises with Sureties as the Law directs for the 1st Joseph's prosecuting &
appeal with effect there as by the said Recognizance on file appears ~

Bliss
Pyncheon } Abel Bliss of Wilbraham in the County of Hampshire yeoman plt. vs George
Pyncheon of Springfield in the same County Gent^l. deft. in a plea of the Case for that
the 1st George at said Springfield in the eleventh day of May last past by his note
of that date for Value received promised the Plt. to pay him ninety one Pound ten
Shillings within six weeks from the date of said note yet said George tho' often
requested hath never paid the same or any part thereof but unjustly neglected
to the Damage of the 1st Abel £100. ~ The before named parties were here and pray
that they may have a further Day before the Lord the thing here until the second
Tuesday of November next ensuing and it is granted them ~

Boyer
Wey... } Elijah Rogers of Springfield in the County of Hampshire yeoman plt. vs Joel Wey of
the same town yeoman deft. in a plea of the Case wherein the plt. demands eight
pounds 3^d which the said Wey owes him for sundry Articles of Account &c ~
the said Elijah the plt. being three times publicly called to come into Court and
prosecute his action against the 1st Joel is non suit ~ and the said Joel in like
manner Defaulted and the Action is dismissed ~

Rutherford
Ward } Andrew Rutherford of Ware in the County of Hampshire yeoman plt. vs Barnabas
Ward of Palmer in the same County husbandman deft. in a plea of the Case for that the
Deft. at said Ware the 16th July 1762 by his note for Value rec^d. promised the plt.
to pay him or his order eleven pounds 10^s. by the first of December then next and
Interest thereafter if not then paid but hath not paid the same ~

The 1st

The said Andrew Rutherford having deceased since the (pronouncement of his suit Andrew Rutherford (who was then Sur.) of Ware aforesd. yeoman executor of the last Will and Testament of the said Andrew decd. by John Worthington Esq. his Att. now comes here to prosecute this suit. But the said Barnabas being three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the s^d Andrew the executor in his capacity aforesd. do recover against the s^d Barnabas twelve pounds, fourteen shillings of lawful money Damages and Cost of Court taxed at one pound eighteen shillings & five pence & he may have his Execut. &c. &c. is. 3^d Oct. 1764.

George Dymchon of Springfield in the County of Hampshire Gent. Plt. vs Joseph Bedortha of the same town yeoman deft. in a plea of the Case for that s^d Joseph on the first of July last was justly indebted to the plt. for sundry Wares &c. in the sum of £. The plt. in this Action being three times publicly called to come and prosecute the same against the s^d Joseph is Non suit. And the same Joseph in like manner defaulted & the action is accordingly dismissed.

George Dymchon of Springfield in the County of Hampshire Gent. Plt. vs Samuel Leonard of the same Springfield yeoman deft. in a plea of the Case for that the said Samuel at Springfield aforesd. on the sixth of August 1761 by his note for Value received promised the s^d George to pay him nineteen pounds and 10. on demand with Interest but hath not paid the same. The plt. by John Worthington Esq. his Attorney appears. The said Samuel being three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said George do recover against the said Samuel nineteen pounds five shillings and a penny lawful money Damages and Costs of Suit taxed at one pound ten shillings & three pence & he may have his Execut. &c. &c. is. 26th Sept. 1764.

David Cornoughy Sur. of Blandford in the County of Hampshire yeoman plt. vs Nathaniel Weller of Westfield in the same County yeoman deft. in a plea of the Case for that the s^d Nathaniel at s^d Westfield on the 30th day of April last by his note for Value received promised the plt. to pay him fourteen pounds lawd money by 2^d twentieth of July then next with Interest but hath not paid of same. The plt. by John Worthington Esq. his Att. appears. The said Nathaniel tho' three times publicly called to come into Court makes default of appearance here.

Therefore it is considered by the Court that the said David do recover agt^y s^d Nathaniel fourteen pounds five shillings & six pence of lawful money Damages and Costs of Court taxed at one pound sixteen shillings & five pence & he may have his Execut. &c. &c. is. 26th Sept. 1764.

William Knox Sur. of Blandford in the County of Hampshire Gent. Plt. vs Nathaniel Weller of Westfield in the said County yeoman deft. in a plea of the Case for that the said Nath. at s^d Blandford on the first of November last by his note for Value received promised the s^d William to pay him on order fifteen pounds by the first of May then next with Interest from the first of January then next but hath not paid the same. The plt. by John Worthington Esq. his Att. appears. The s^d Nathaniel being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said William do recover against s^d Nathaniel fifteen pounds eleven shillings & ten pence of lawful money Damages and Cost of Court taxed at one pound sixteen shillings & five pence & he may have his Execut. &c. &c. is. 26th Sept. 1764.

Ephraim Griffin of Westfield in the County of Hampshire yeoman plt. vs Dominick Burr of Westfield aforesd. yeoman deft. in a plea of the Case for that the s^d Dominick at

270) said Westfield on the twelfth day of April 1673 by his note for Value received promised said Ephraim to pay him seven pounds lawful money within one year with Interest from the first of May next after the date of the note but hath not paid the same. The Plt by John Worthington by his Att^r appears. But the s^d Adonijah being three times publicly called makes default of Appearance here. Therefore it is considered by the Court that the said Ephraim do recover against the said Adonijah seven pounds eleven shillings & two pence of lawful money damages & cost of suit taxed at thirty five shillings & nine pence & Exon is 4th June 1675.

Howler or Seaward} Biddad Howler of Westfield in the County of Hampshire Trader plt. vs Ebenezer Seaward of Granville in the s^d County yeoman deft. in a plea of the case for that the deft. at Springfield on the fourth day of July last past by his note for Value received promised the plt. to pay him seven pounds 15^s on demand with use &c. but hath not paid the same. The Plt. by John Worthington by his Att^r appears. The s^d Ebenezer being three times publicly called to come into Court doth not come but makes Default of Appearance here. Therefore it is considered by the Court that the said Biddad do recover against the said Ebenezer eight pounds five shillings eight pence one farthing of lawful money damages and cost of Court taxed at thirty six shillings & one penny & he may have his law &c. Exon is 26th Sept. 1676.

Williston or Easton} Consider Williston of Suffield in the County of Hampshire yeoman plt. vs Abimael Easton of Westfield in y^e said County yeoman deft. in a plea of the case for that the deft. at Springfield on the first of February 1672 by his note for Value received promised the Plt to pay him four pounds within nine months with lawful Int^r but hath not paid the same. The plt. by John Worthington by his Att^r appears. The s^d Abimael being three times publicly called makes default of appearance here. Therefore it is considered by the Court that the said Consider do recover ag^t y^e s^d Easton three pounds three shillings & five pence three farthings lawful money damages & cost of Court taxed at one pound 14^s 3^d. & he may have his law &c. Exⁿ is 9th Oct. 1676.

Howler or Sillon} Biddad Howler of Westfield in the County of Hampshire Trader plt. vs Daniel Sallon of Blanford in the same County yeoman or (as in the Writ) perhaps he may be otherwise called Daniel Sillon or Cyttan or Cyttan of the afores^d. Def^t. in a plea of the case for that the deft. at Westfield afores^d. on the eleventh day of August Curreant justly owed the said Biddad four pounds thirteen shillings & two pence two farthings lawful money upon book to balance Accounts thereon for sundry Goods Wares and Merchandizes (according to the Plt. Account annexed as it is said to his Writ) which were before that time sold and delivered the Plt. to the Deft. at his special Instance and request And in consideration thereof the deft. then and there undertook and to the Plt. faithfully did promise that he the deft. would well and truly pay said sum to the Plt. on demand yet the deft. tho' often thereunto requested and demanded hath not paid said sum to the Plt. or any part thereof but wholly deny to do it to the Damage of the s^d Biddad five pounds. The before named parties viz the Plt. in his proper person and the s^d Daniel by Joseph Hawley by his Attorney come here and agree to submit and refer this case and all other demands subsisting between the said Biddad and said Daniel to the final Determination and Award of John Mofely Gent. John Ingholl Gent. and Samuel Noble yeoman all of Westfield afores^d. or any two of them Arbitrators mutually elected by the said parties to be made upon their oaths and returned into this Court so soon as may be, and they the said Parties have a day before & after the King here until the second Tuesday of November next ensuing.

Idem or Brown} Biddad Howler of Westfield in the County of Hampshire Trader plt. vs William Brown Senior of Blanford in the same County yeoman deft. in a plea of the case for that the said William do

at said Westfield on the eleventh day of August current justly owes the s^d Biddad the sum ^{(Fowler}
of sixteen pounds and fifteen shillings lawful money upon book to balance accounts thereon ^{or}
according to the account annexed to the Plt. writ and the Plt. account books in court to be ^{Brown}
produced for sundry Goods Wares and Merchandizes which were there by the Plt. before y^t
one sold and delivered to the deft. at his the deft. special desire and request and then
and there in consideration thereof the deft. undertook and to the Plt. did faithfully pro-
mise that he the deft. would well and truly pay said sum to the Plt. on demand yet
the deft. altho' often thereto requested and demanded hath not paid said sum to
the Plt. or any part thereof but wholly denyes to do it to y^t Damage of the Plt. &c.
The beforenamed Parties came into Court in their proper persons and here agree to
for the Case and all other demands subsisting between the said parties to the fi-
nal Determination and Award of Mess^{rs} Benjamin Day Gent^l John Shepards
Gent^l and John White yeoman, or any two of them (Arbitrators mutually chosen
by the said Parties) to be made upon the promises and returned into this Court so
on as may be, and the said Parties have a day before the s^d Sovereign Lord the
King here until the second Tuesday of November next ensuing.

Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs William Loomis of Idorn
Westfield of Westfield yeoman deft. in a plea of the Case for that the s^d William at said ^{Loomis}
Westfield on the eleventh day of August current owed the Plt. six pounds 4/9¹/₂ to balance
his account and promised him the s^d sum on demand but hath not paid y^e same.
The Plt. by John Worthington by his Att^r appears. The s^d William being three times pub-
licly called makes default of appearance here - Therefore it is considered by the Court
that the said Biddad do recover against the s^d William six pounds four shillings and
nine pence two farthings of lawful money Damages and Costs of suit taxed at one
pound fifteen shillings one penny & may have his Execution thereon ^{Idorn} ^{3^d Oct. 1764}

Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Phibe Dowd of Idorn
Granville in the same County Widow deft. in a plea of the Case for that the s^d Phibe at ^{Dowd}
said Springfield on the 17th day of April last by her note for Value received promised
the Plt. to pay him three pounds 14s on demand with Interest &c but hath not paid it -
The Plt. by John Worthington by his Attorney appears. The s^d Phibe being three times
publicly called to come into Court makes default of appearance here - Therefore it is
considered by the Court that the s^d Biddad do recover against the s^d Phibe three pounds
fifteen shillings and seven pence two farthings of lawful money Damages & Cost of
suit taxed at one pound 16s & he may have his Execution thereof ^{Idorn} ^{3^d Nov. 1764}

Biddad Fowler of Westfield in the County of Hampshire Trader plt. vs Roswell Grave of Idorn
Granville in the same County yeoman deft. in a plea of the Case for that the deft. at said ^{Roswell}
Springfield on the fourth day of April 1763. by his note for Value rec^d promised the plt. ^{Grave}
to pay him six pounds 19s on demand with Interest, & also for that the deft. by his
other note there on the twentieth day of March last for Value received promised the plt.
to pay him ten pounds 18s 6¹/₂ on demand with Interest but hath ^{not} performed to -
The Plt. by John Worthington by his Att^r appears - The s^d Roswell being three
times publicly called makes default of appearance here - Therefore it is con-
sidered by the Court that the said Biddad do recover against the s^d Roswell the
sum of eighteen pounds fifteen shillings & eleven pence of lawful money Dam-
ages and Costs of suit taxed at one pound sixteen shillings and one penny and
may have his Execution thereof ^{Idorn} ^{3^d Nov. 1764}

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Fowler
vs
Grave
Biddad Fowler of Westfield in the County of Hampshire Trader Plt. vs Noadiah Grave
of Graville in the same County yeoman Def. in a plea of the Case for that the said
Def. on the 13th of May 1763 at Springfield aforesaid by his note for Value received
promised the P^t Biddad to pay to him or order seven pounds 13^s on demand with
Interest but hath not performed to - The P^t by John Worthington by his Att.
appears - The S^d Noadiah being three times publicly called makes default of ap-
pearance here - Therefore it is considered by the Court that the said Biddad do
recover against the said Noadiah eight Pounds four shillings and nine pence
of lawful money Damages and Cost of Court taxed at one Pound sixteen
Shillings and one penny & he may have his Execution thereon
Given in 3^d Nov. 1764

Idem
Fowler
vs
Ingersole
Biddad Fowler of Westfield in the County of Hampshire Trader Plt. vs John Ingersole of the
said Westfield Gent. Def. in a plea of the Case for that the said John at Springfield aforesaid
on the Eleventh day of August Current justly owed the P^t Biddad the sum of twenty one
pounds 12^s 11^d lawful money upon book to balance accounts according to the Account to P^t
P^t Biddad annexed for sundry goods wares and merchandises before that time sold &
delivered to the Defendant by the said Biddad and at his the Defendant's special desire
and Request And then and there in Consideration thereof the Def. undertook and to P^t
P^t did faithfully promise that he would well & truly pay said sum to the P^t on
demand yet the Def. altho' often thereto requested and demanded hath not paid said
sum to the P^t or any part thereof but wholly denies to do it to the Damage of the P^t
Biddad & C^d - The before named parties came into Court and here in Court agreed
to refer the Case and all other demands subsisting between the S^d parties to the final
Determination and award of Mr J^r Samuel Noble Daniel Mosely & William
Sacket or any two of them Arbitrators mutually chose by the S^d Parties, to be made
upon the premises and returned into this Court so soon as may be and the said
Parties have a Day before the Lord the thing here until the second Tuesday of
November next ensuing

Idem
Fowler
vs
Dewey
Biddad Fowler of Westfield in the County of Hampshire Trader Plt. vs Aaron Dewey Sen^r of
Westfield aforesaid yeoman Def. in a plea of the Case for that the Def. at Springfield
aforesaid on the eighth day of Oct^r 1762 by his note for Value rec^d promised the P^t to pay
him four pounds & nine shillings on demand with use Also for that the Def. on the 11th
of August Current justly owing the P^t Biddad two pounds 10^s to balance book accounts in
Consideration thereof promised the P^t to pay him the same on demand yet hath
paid the said sum or any part of the same but deny to do it to - The P^t by John
Worthington by his Attorney appears - The said Aaron being three times pub-
licly called makes default of appearance here - Therefore it is considered by the
Court that the said Biddad do recover against the said Aaron his Damages
being £2.10. of lawful money & Cost of Suit taxed at £1.4.3 -
No more filed in this Case

Idem
Fowler
vs
Parks
Biddad Fowler of Westfield in the County of Hampshire Trader Plt. vs Josiah Parks
of Westfield aforesaid yeoman Def. in a plea of the Case for that the Def. at Springfield
aforesaid on the seventh of August Current by his note for Value received promised the P^t to
pay him eight Pounds 12^s 6^d on demand with Interest but has never paid the same -
The P^t by John Worthington by his Attorney appears - The said Josiah being three
times publicly called to come into Court makes default of appearance here
Therefore it is considered by the Court that the said Biddad do recover against the
said Josiah eight Pounds nineteen shillings and eleven pence & six farthings of lawful
money Damages and Cost of Suit taxed at one pound fourteen shillings and seven
pence and he may have his Execution thereon
Given in 3^d Nov. 1764

James McClister of Infield in the County of Hampshire yeoman Plt. vs. Moses Taylor of South Hadley in the said County of Hampshire yeoman and Huldah Taylor Spinster and Sarah Taylor spinster both of S^d South Hadley and Lois Taylor late of S^d South Hadley Spinster now of Suffield in the same County which said Huldah Sarah and Lois are Children and Coheirs of Joshua Taylor late of S^d South Hadley yeoman deceased Deft. in a plea that the said Moses & the said Huldah Sarah and Lois warrant to the said James two seventh parts of a certain part of Land with the Appurtenances lying and being in Amherst in said County which said Tract is part of a Lot of Land in the first or westerly Division of Land in S^d District of Amherst which lot in the original laying out of the Lands there was allotted and laid out to one John Taylor dec^d who was then living and called John Taylor Sen^r and which part of said Lot is bounded southerly on the Lot of Land in the same Division laid out to one Joseph Church and easterly on a high Way in said Amherst leading from the meeting house there to Sunderland and extends westerly one hundred and twenty rods and is in breadth twenty two rods which two seventh parts of S^d Tract with the appurtenances the said James holds and claims to hold of the said Moses Taylor and Joshua Taylor and whereof he has their Deed and which William White late of Hindsdale in the province of New Hampshire yeoman and Ebenezer Gode of Guilford in the County of New Haven and Colony of Connecticut woman and Mary his wife and Thomas Chamberlain of a place called Lower in the said Province of New Hampshire yeoman and Sarah his wife in the S^d Court claim as the right and Inheritance of the said William Mary and Sarah and whereof the said William Ebenezer and Mary his wife and Thomas and Sarah his wife have brought their Writ of Entry in the nature of an Assize of Mortdancestor against the signee of the said James and upon which it hath been so proceeded that the said demandants now demand the same against him the said James and to the warranty whereof ag^t the said Demandants the said James in the same Court hath vouched the S^d Moses and the S^d heirs of the S^d Joshua and whereupon the said James says that Whereas the said Moses Taylor and the said Joshua Taylor were seized in their demesne as of fee in Common and undivided of two seventh parts of a certain Tract or parcel of Land now situate and being in Amherst aforesaid in said Containing by Estimation sixty four Acres bounding north on Land of Samuel Hawley east on a high Way south on Land late of Solomon Boltwood and west on undivided Land and whereof the piece of Land first mentioned and described is a part, and being so thereof seized on the twenty third Day of April Anno Domini 1750 at said Springfield they by their Deed of bargain and sale duly executed and sealed with the seals of them the said Moses and Joshua and in Court to be produced the date whereof is the day and year last above mentioned by the Name of Joshua Taylor and Moses Taylor both of Hadley in the County of Hampshire have and granted to the said James McClister by the name of James McClister of Hadley aforesaid two seventh parts of the Tract of Land last above described with the appurtenances, whereof the piece of Land first above described is part, by the name of two seventh parts of a certain parcel of Land situate in Hadley aforesaid the whole Tract containing by Estimation sixty four Acres be the same more or less and bounding on the North by Land of Samuel Hawley on the east by a high Way and on the South by Land of Solomon Boltwood on the west by undivided Land or Land then lately laid out to have & to hold the same to him the said James McClister his heirs and assigns forever to his and their own proper use and benefit and behoof forevermore and by the same deed the S^d Joshua and Moses obliged themselves and their heirs to warrant the same granted & bargained premises to the said James his heirs and assigns forever against the lawful claims & demands of any person or persons whatsoever as by said Deed in Court to be produced more fully appears by Virtue of which said Gift and Grant the S^d James became seized in Common and undivided of two seventh parts of the whole of the Tract of Land

last

272) last above described with the appurtenances in his Demise of fee, whereof the Tract
 of Land first above described is apart, & being so seized thereof the said James by his deed
 of bargain and Sale conveyed the same place first described with the appurtenances to
 one Solomon Boltwood late of Amherst aforesaid deceased to hold the same to him
 his heirs and assigns to his and their own proper use benefit and by the same deed
 warranted with the said Solomon and his heirs and assigns to warrant the same
 to him and them against the lawful claims and demands of all persons & afterwards
 the said Solomon being seized thereof in fee by his deed of bargain and Sale at said
 Amherst conveyed the same to one William Boltwood of said Amherst to hold to
 him and his heirs. And afterwards at said South Hadley the said Joshua Taylor
 died seized in fee of other lands and leaving the said Huldah Sarah and Lois his
 children and Coheirs to whom the lands aforesaid of which the said Joshua died seized as
 aforesaid descended and came and afterwards the said William Boltwood being seized
 of the two Seventh parts of the Tract aforesaid among others the said William White
 the said Ebenezer DOD and Mary his Wife and Thomas Chamberlain and Sarah his
 wife bro't against him a certain Writ of entry of the nature of an Assize of Mortmain
 returnable to the P^r Inferiour Court of Common pleas for said County of Hampshire
 at the term of the said Court in August last (viz last past) wherein they demanded
 the lands last aforesaid among other lands with the appurtenances against the said William
 Boltwood who afterwards in the same Court as Assignee of the said Solomon Boltwood
 vouched to warrant to him the lands last aforesaid the said James according to his Deed
 aforesaid. And the said James being summoned accordingly in the said County afterwards
 appeared in the said Court and then and there warranted the same with the appur-
 tenances to the said William Boltwood and thereupon afterwards viz at the Term
 of the said Court in February last at Northampton in said County the said William White
 the said Ebenezer and Mary his wife and said Thomas and Sarah his wife the
 Demandants aforesaid demanded the same lands with the appurtenances against him
 the said James tenant by his Warranty aforesaid as the right and Inheritance of the
 same William Mary and Sarah and to the Warranty of the same to the said James
 against the demand of the said William White Ebenezer DOD and Mary his wife &
 Thomas Chamberlain and Sarah his wife the said Moses Taylor and the said Huldah
 Sarah and Lois by Virtue of the Premises are held and obliged and to the Intent
 that they warrant the same with the appurtenances to the said James against
 the same demand of the demandants aforesaid the said James brings this Suit
 the said James by John Worthington by his Att^r comes here. The before named
 Moses Taylor also appears and warrants &c (as may be seen in the record of J^r Case
 White vs Boltwood all of this term) And the before named Huldah Lois & Sarah
 Taylor being now three times publicly called make default of Appearance here.
 Therefore it is Considered by the Court that the said Huldah Taylor Lois Taylor
 and Sarah Taylor shall warrant to the aforesaid James M^r Clister the tenements
 aforesaid with the appurtenances, the warranty of which the said James has demand-
 ed of them as aforesaid, fortune and place be

William
 the app^r
 Ditcher
 Moses Billing Shopkeeper & Samuel Blodget Physician both of Sunderland in the
 County of Hampshire appellants vs John Fitch of Hatfield in the same County
 yeomen Appellee from the Judgment of Samuel Mather Esq one of his Majesty's
 Justices of the peace for said County given at a Trial before him the said Samuel
 Mather Esq at his dwelling house in Northampton on Monday the 20th Day of
 August A^d 1764 When and where the same Moses Billing and Samuel Blodget
 appellants

appellants as aforesaid were plaintiff, and the said John Titch def. in a plea of Billings
to take for that whereas the Def. on the last day of July last at Sunderland aforesaid
being indebted to the Plt. one pound three shillings lawful money for sundry Articles
of Merchandize before that time sold and delivered to the def. at his request by
the Plaintiffs he the def. then and there in Consideration thereof promised to the
Plt. to pay to them the said sum on demand yet he the def. tho' often thereto
requested hath never paid the said sum or any part thereof to the Plt. or either of
them but he wholly denies to do it to their damage as they say the sum of ^{forty}
shillings - At which trial the same John appeared and pleaded that he owed
nothing to the Plt. in Manner and form as they in their writ have alleged and
sworn and thereof prayed Judgment - And the said Samuel Mather Esq. having
read the pleas and considered ^{the same} because it ^{did} not appear that there was any thing due
to the Plt. from the def. therefore adjudged that the def. should recover of the Plt.
his Costs taxed at 16s 6d lawful money - & from the same Judgment the before nam'd
Moses & Samuel the appellants appealed to this Court and gave bond to prosecute
to And they the said Appellants and the s^d Appellee now come into Court and
are at Issue on the plea aforesaid originally made before the s^d Justice Mather.
The evidence in this Case being produced & the parties having had a full hearing
thereon by their learned Council, the same Case is committed to the Jury for their
return in pannelled tried and sworn, Mr. William Smith foreman and his
fellows, who return their Verdict therein upon oath that they find for John Titch
the appellee affirmation of the former Judgment and Cost of Court.

Therefore it is Considered by the Court that the above recited Judgment of the s^d
Samuel Mather Esq. be and it is hereby affirmed - It is also Considered that the s^d
John the Appellee do recover against the said Moses and Samuel the appellants
three pounds five shillings and two pence of lawful money allowed him for his Costs
and expences in defending the suit of if said Samuel & Moses & he may have Execution
thereon The same John Titch here in Court acknowledges that he has rec^d the aforesaid
Costs in full - Att^r W^m William Clev

Humbly shews David Page of Peterham in the County of Worcester yeoman (by Page
Simon Strong Gent. his Att^r) that at a trial before Joseph Chauncy Esq. one of his
Majesty's Justices of the peace for the County of Hampshire on the fourth day of June
last past he recovered Judgment against Afa Robbins of Warwicks in s^d County yeo-
man for the sum of one pound eighteen shillings and eight Pence two farthings
lawful money Damages and one pound and eight pence for his Costs of suit
from which Judgment the said Afa appealed to this Hon^{ble} Court and recognized
with a Surety according to Law to prosecute his said appeal but has failed to
do it, he therefore prays affirmation of former Judgment with additional
Interest and Costs - And it appearing to this Court that the facts above set
forth are true - Therefore it is Considered by the Court that the same Judgment
be affirmed and that the said David do recover against the said Afa one pound
eighteen shillings and three pence of lawful money Damages and Costs of suit taxed
at two pounds thirteen shillings in the whole & he may have Execution &c
Exec^d in 28th Dec^r 1764

Ueazar Chapin of Springfield in the County of Hampshire yeoman plt vs
Benjamin Colton of Springfield aforesaid, yeoman def. in a plea of the Case for
that the s^d Benjamin at said Springfield on the sixth day of January 1762 by his
Note for Value received promised the said Ueazar to pay him twelve pounds six
shillings lawful money on demand with lawful Interest till paid but has never
paid the same &c The Plt

The Plt by John Worthington by his Attorney appears - The D^r Benjamin tho' three times publicly called to come into Court doth not come but makes default of Appearance here - Therefore it is Considered by the Court that the said Deafar do recover against the said Benjamin fourteen pounds five shillings of lawful money Damages and Cost of Court taxed at one pound eleven shillings and three pence and he may have his Execution thereof to

